

Independence Title/GF# 2401982 LND/ZBK

# GEORGE'S RANCH

GEO. WILKINS KENDALL • EST. 1856

## COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GEORGE'S RANCH UNIT ONE

*These Deed Restrictions are imposed on the property located within George's Ranch Unit 1. This declaration is in keeping with a common plan and theme of development throughout George's Ranch and to provide one mechanism for implementing that overall plan. Another purpose of these covenants, conditions and restrictions is to establish rules for land use in George's Ranch and maintenance of common areas in all of George's Ranch for the good of the residents. Owners in George's Ranch are assessed fees for the care of common areas and the enforcement of these rules.*

## HIS HISTORY, YOUR LEGACY.

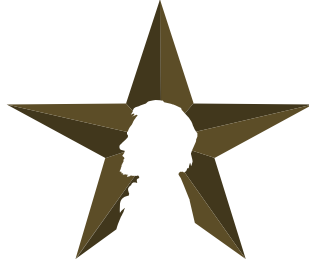
George's Ranch is named after a legendary Texas Ranger and pioneer, George Wilkins Kendall. George's Ranch encapsulates a Lone Star story unlike any other place in the state. Kendall was an accomplished war correspondent, author, Texas Ranger, and Pioneer Texas Sheepman in the frontier territory of Boerne. He traveled the country working at various



newspapers and ultimately established The New Orleans Picayune. Kendall was a vocal proponent of Texas independence from Mexico and the Western expansion movement. He became the best-known war correspondent after

being captured by the Mexican army and languishing in a Mexico City prison. Once released, Kendall took an overdue European sabbatical where he met his beloved Parisian wife, Adeline de Valcourt. He sailed back to raise a family with her on the most beautiful ranch in the Texas Hill Country. They battled blizzards, disease, grass fires, attacks from the indigenous people all the while building their sheep empire. Kendall is regarded as the father of the sheep business in Texas. In 1862 Kendall County, Texas was named for Geo. Wilkins Kendall. He was by any measure – *Larger Than Life*.





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**THIS DECLARATION** is hereby imposed on and governs all Lots described on **EXHIBIT A** attached hereto, as well as any Lots annexed into George's Ranch. The Declarant is Lookout Development Group, L.P., who presently has a controlling interest in the Association and the ability to adopt these Covenants, Conditions and Restrictions pursuant to their terms. The purpose of these covenants, conditions and restrictions is to ensure the best and highest use and most appropriate development of the Property, protect Owners against improper use of surrounding Lots, provide for an artful streetscape, preserve, so far as is practical, the natural beauty of the Property, guard against erection of poorly designed or proportioned structures of improper or unsuitable materials, encourage erection of attractive improvements in appropriate locations on each Lot, secure and maintain proper setbacks, and, in general, provide for high quality development of the entire Property.

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Exhibit A: Legal Description for the Lots in George's Ranch Unit 1

Exhibit B: George's Ranch Concept Plan

Exhibit C: Bylaws of the Association

Exhibit D: Kendall County Order 09-27-2021 (Dark Sky)

Exhibit E: Applicable City of Boerne Regulations (Conservation and Emergency  
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Exhibit F: Sidewalk Construction Plans and Specs

Exhibit G: Address Monument Options



## **I. DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases shall have the meanings hereinafter specified:

1.01 **“Assessment”** means any assessment, cost or fee levied by the Association under the terms and provisions of this Declaration.

1.02 **“Association”** means the George’s Ranch Homeowner’s Association, Inc., a Texas nonprofit corporation.

1.03 **“Board”** means the Board of Directors of the Association.

1.04 **“Bylaws”** means the Bylaws of the Association, as adopted by the Board and as amended from time to time. A copy of the current Bylaws at the time of adoption of this Declaration is attached as **Exhibit C**.

1.05 **“Certificate”** means the Certificate of Formation of the Association.

1.06 **“Common Area(s)”** means all real and personal property leased, owned, or maintained by the Association for the common use and benefit of the members of the Association. Common Area may include any pools, amenity centers, recreational facilities, entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, esplanade and right-of-way landscaping, and any improvement areas lying within indicated public easements or right-of-ways, as determined by the Board.

1.07 **“Declarant”** refers to Lookout Development Group, L.P., a Texas Limited Partnership and its assignees and other affiliated, lawful successors in interest.

1.08 **“Declarant Control Period”** means the period during which the Declarant intends to develop or sell any portion of the Property. The Declarant Control Period will end only upon written notice from the Declarant to the Board that the Declarant has developed and sold all of the Property intended to be developed and sold by the Declarant.

1.09 **“Declaration”** or **“Restrictions”** refers to this instrument, as it may be amended or restated from time to time.

1.10 **“Lot”** means any parcel of land within the Neighborhood shown as a subdivided lot on a plat of part or all of the Property, together with all improvements located thereon. Reference herein to “lots” or “lots in the Property” (with a lower case “l”) refers to all lots on the entire Property (see also Section 1.13 and **Exhibit A**).

1.11 **“Masonry”** means brick, stone, or stucco.



1.12 **“Owner”** means any person holding a fee simple interest in any portion of the Neighborhood, excluding Declarant; a mortgagee is not an Owner.

1.13 **“George’s Ranch” or “Property”** means the master-planned community commonly known as George’s Ranch. Declarant may at any time during the Declarant Control Period add land to or withdraw land from the Property. The Property is further described on the George’s Ranch Concept Plan attached hereto as **Exhibit B**.

1.14 **“Neighborhood”** refers to one of the planned phases of development for George’s Ranch known as Units. At the time of filing of this Declaration, Georges Ranch Unit 1 is the only existing Neighborhood in George’s Ranch. Once made subject to the Declaration, each phase or Unit will be automatically deemed a Neighborhood. At any time during the Declarant Control Period, Declarant may create additional Neighborhoods, withdraw Neighborhoods, combine Neighborhoods, or otherwise change the scheme for development of George’s Ranch.

Declarant may at any time during the Declarant Control Period, in a document signed by Declarant and filed of record in the Kendall County Official Public Records, add land to (aka annex) or withdraw land from the Association (may remove land from being subject to the Declaration and subject to membership in the Association), including adding land in the form of subsequent phases or otherwise, to be subject to the Declaration. Such document may impose additional or alternate restrictions on the added property as the Declaration, as further described in any such filing.

1.15 **“Voting Representatives”** shall mean and refer to the representatives selected by the Declarant, or after the Declarant Control Period, the Owners of Lots in the Neighborhood and Owners of lots in other portions of the Property, such representatives being responsible for casting all votes attributable to Lots in the Neighborhood for election of directors, amending this Declaration or the Bylaws, and all other votes of the Owners provided for in this Declaration and in the Bylaws unless such Owners’ votes are expressly made exercisable by the Owners themselves in the Declaration, Bylaws or other governing documents. Declarant, at Declarant’s sole discretion shall determine the number of Voting Representatives in the Neighborhood and each other portion of the Property made subject to the Declaration shall be entitled to elect, and may alter the number of Voting Representatives in a Neighborhood or any portion of the Property shall be entitled to elect from time to time. All such determinations and alterations thereto shall be in written form, signed by Declarant, and filed of record in the Kendall County Official Records.

1.16 **“Voting Representative Neighborhood”** shall mean any portion of the Property that is designated by Declarant pursuant to §1.15 as entitled to elect Voting Representative(s) to represent that particular portion of the Property.

1.17 **“Park”** means an area for walking or other recreation, and could be a natural area with native grasses and trees or a more refined area which is maintained.

## **II. GENERAL PROVISIONS AND RESTRICTIONS**

2.01 Nuisance and Hazardous Activities. No activities shall be conducted within the Property and no improvements shall be constructed or allowed to remain in the Property which are or might





be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property, (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (d) no toxic or hazardous substances shall be left open, dumped or discharged into any part of the Property. Nothing shall be done or kept in the Property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon.

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

2.03 Temporary Structures. No temporary or portable structure/building shall be placed in the Property without the prior written approval of the Board. Temporary structures necessary for storage of tools and equipment and for office space for architects, builders, and foremen during actual construction of residences and for sales trailers may be approved by the Board.

2.04 Sanitary Sewers. No outside, open or pit-type toilets will be permitted in George's Ranch. Except for portable toilets, bladders and temporary holding tanks used during construction, all dwellings constructed in the Neighborhood must have a septic or sewage disposal system installed by the Owner to comply with the requirements of all appropriate governmental agencies.

2.05 Property Rights. Every Owner and the other Owners in the Property shall have a right and easement of ingress and egress, use and enjoyment in and of Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter constructed or situated upon Common Areas and to impose reasonable limits on the number of guests who may use those facilities;
- B. The right of the Association to suspend an Owner's right to use the Common Area for any period during which any Assessment against that Owner remains unpaid, and for violation of this Declaration, the declaration of any other Neighborhood within the Property and/or the Association's Bylaws, rules and regulations, or any other governing document by an Owner, for the duration of that violation;
- C. The right of the Board, acting on behalf of the Association, to grant easements to the Common Areas to any public agency, authority or utility for such purposes as benefits the Association, the Neighborhood, the Property or portions thereof and Owners or Lots contained therein;
- D. The right of the Association, by majority vote of the Board of Directors, to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing or improving



any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Area. The lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or Owner, or the holder of any mortgage irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Neighborhood;

- E. The right of the Board, acting on behalf of the Association, to dedicate or transfer all or any portion of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;
- F. The right of the Board, acting on behalf of the Association, to prescribe rules and regulations as they may be expanded, amended, or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The Board has the authority to enforce the Declaration, Bylaws, rules and regulations and other governing documents by all appropriate means, including but not limited to the imposition of fines, damage assessments (for damages caused by Owner or his or her residents, guests, tenants or invitees) and liens. An Owner found to have violated the Declaration, Bylaws, rules and regulations or other governing documents shall be liable to the Association for all damages and costs, including reasonable attorney's fees, collection costs, costs of court and other costs. Notwithstanding, during the Declarant control period, Declarant has the sole right to amend the rules and regulations and may do so as it deems necessary or appropriate; and
- G. The right of the Association to charge a transfer fee, capitalization fee, infrastructure fee, community enhancement fee, and working capital fee, to be set from time to time by the board on each sale or transfer of a Lot. However, no transfer fee may be charged on lots sold by Declarant.

2.06 Easements and Access. Easements for installation and maintenance of utilities, Association facilities, historical or archeologically significant features, and drainage facilities are reserved as shown on the recorded plat of the Neighborhood. Within these easements no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither the Association, the Declarant, nor any utility company using the easements herein or referred to, shall be liable for any damages done by them or their assigns, agents, or employees to shrubbery, streets, flowers or other property of the Owners or



others claiming through Owners situated on the land covered by said easements. There is hereby created a right of ingress and egress across, over, and under the Property in favor of Declarant and the Association, for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto. An easement is hereby extended and acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Area in performance of their duties.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the Neighborhood plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or improvements in any platted easement which will significantly interfere with the intended use of the easement.

According to the genealogical society of Kendall County the single grave of Bodo Ranzau is located on Lot 1000 Blk 6 of the George's Ranch Unit 1 Plat which is immediately adjacent and accessible from the Laughing Dog private street right of way. Those interested in visiting the gravesite shall contact the Association and coordinate reasonable access in accordance with §711.041 of the health and safety code of the state of Texas.

### **III. USE, MAINTENANCE AND CONSTRUCTION RESTRICTIONS**

3.01 Architectural Control Committee (ACC). George's Ranch Unit 1 is part of a Master Planned Community, George's Ranch. George's Ranch has one master association ("**The Association**"), but may have separate architectural control committees for each Neighborhood during the Declarant Control Period. After the Declarant Control Period has ended, the Board will appoint members of the ACC. In the absence of such appointment by the Board, the Voting Representatives from the Neighborhood will serve as the ACC for that Neighborhood. However, during the Declarant Control period, the Declarant has the sole right to act as or to appoint all members of the ACC. The ACC shall be free from liability for actions within the scope of the ACC's function. **No building or any structure or Improvement shall be constructed, erected or placed on any Lot nor shall any exterior additions or changes or alterations be made prior to written approval by the ACC as to quality, workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions.**

For purposes of this Declaration, "Improvement" is defined as every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis or sport courts, recreational facilities, swimming pools, putting greens, garages, pergolas, gazebos, oversize umbrellas, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, mailboxes, yard art, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. All landscaping must comply with the landscaping guidelines as



detailed in Section 3.49 of this document for George's Ranch as adopted by the Association and as may be amended from time to time.

Final plans and specifications, including site plan, must be submitted to and approved in writing by the ACC prior to any construction. A PDF copy of plans, including site plan, floor plan, elevations, building envelope, impervious cover %, square footage of air-conditioned area, building square footage by floor, masonry %, exterior colors, landscape plans (including fencing and walls), minimum and maximum roof pitches, building height, width of the front slab, address monument plans, roof materials and color, driveway/walkway/sidewalk locations, and location of any flood plain for initial construction of residences and the accompanying improvements shall be filed with the ACC by delivery to [accreview@thelookoutoutgroup.com](mailto:accreview@thelookoutoutgroup.com). All other plans are to be filed with the management company for the Association. Approval may be granted by a single signature on the final, complete construction plans by any ACC members (or by Declarant if Declarant is serving as ACC).

Upon completion of all Improvements, Owner must notify the ACC Reviewer at [accreview@thelookoutoutgroup.com](mailto:accreview@thelookoutoutgroup.com) and an ACC Final Completion Compliance Inspection shall be performed to ensure conformance with the approved submittals. Evidence of conformance and compliance with these ACC guidelines, including the *Landscape Design Standards and Guidelines*, shall be in the form of a completed and executed ACC Final Completion Compliance Inspection provided by the ACC Reviewer. During the final inspection, the ACC Reviewer has the discretion to approve the landscaping, including the tree and shrub sizes and required number of plants, which are less than the Landscape Requirements listed in the *Landscape Design Standards and Guidelines* due to constraints such as lack of available room (lot size), topography and existing trees. Due to constraints, some planting beds may be approved by the ACC that are smaller than the requirements listed in the *Landscape Design Standards and Guidelines*. The current ACC Final Completion Compliance Re-Inspections fees are as follows:

Final Completion Compliance Re-Inspections Fees -

2 <sup>nd</sup> Final Inspection	\$150.00
3 <sup>rd</sup> Final Inspection	\$300.00
4 <sup>th</sup> Final Inspection (and subsequent inspections)	\$500.00

The ACC Architectural Reviewer has up to 30 days to review and approve each Master Plan and each Plot/Site Plan after the complete plan and related fees have been submitted and paid to the ACC Architectural Reviewer. The ACC Architectural Reviewer requires a minimum of 7 days written advance request for each inspection and re-inspection. The ACC Architectural Reviewer can be contacted at [accreview@thelookoutoutgroup.com](mailto:accreview@thelookoutoutgroup.com).

When all of the lots in the Property are sold by the Declarant (including any additional land which may become subject to the Restrictions pursuant to Section 3.37 hereof), and the Declarant has no intention of adding any additional land to the Property (as evidenced by a statement in writing from Declarant to Board), or at any sooner time the Declarant so determines in a written statement delivered to the Board, the term of the initial ACC shall be deemed to have expired, and the Board shall assume the duties of the ACC by appointing three (3) Owners to serve on the ACC. In the absence of such appointment, the Voting Representatives for the Neighborhood shall serve as the



ACC for the Neighborhood. Persons serving on the ACC shall serve until removed by the Board or until they resign. Any member may resign at any time for any reason, and such resignation shall be effective upon notice thereof to the Board. The Board shall appoint subsequent members of the ACC within sixty (60) days.

3.02 Residential Subdivision. Except as expressly provided in this Declaration to the contrary, each Lot will: (a) be used exclusively for single-family residential purposes and (b) contain only structures and Improvements approved by the ACC that are compatible with and generally found in single-family residential subdivisions. No more than one primary residence and one guesthouse not to exceed 1,400 square feet of air-conditioned space may be constructed on each Lot unless a written variance is granted by the ACC. No additional subdivision or lot combinations shall be allowed under any circumstances.

3.03 Motif; Building Materials; Dwelling Size.

DECLARANT'S VISION. *Declarant strongly recommends that Owners choose architecture and design that incorporates the beauty and practicality of Texas Hill Country living. Declarant encourages the construction of "wide-bodied" or sprawling home floor plans in keeping with the scale of the oversized home sites. Compact, multi-story, narrow floor plans found in dense neighborhoods are discouraged. Homes should be placed in harmony with the topography and not arbitrarily sited at the front setback. Driveway approaches should be long, winding, and designed to save trees and accentuate estate living. Declarant envisions masonry buildings of Austin limestone with matching mortar, beige brick, or stucco in an earth-tone shade. Broad overhanging eaves, long covered porches/verandas/balconies, semi-enclosed courtyards, outdoor covered passages, and dwellings nestled in and among trees are appropriate elements. Exterior colors of paint and stain for stucco and wood trim are natural earth-tone colors. "Earth-Tone" colors are non-reflective rust, beige, gray, dark green, tan, brown, taupe, ecru, and other more neutral background colors; however, darker colors, such as black, burgundy, bottle green, navy, rust, terra cotta, purple, and other deep tones may be appropriate but require ACC approval. Muted pastels may be used only for accentuation of detail and to further enhance design motifs but may not be used for large exterior areas. The intention is to avoid loud, obtrusive, excessively contrasting or bold colors and to use color to enhance the design as opposed to overwhelming the architectural effect. Preferred masonry details include segmented arched lintels, jack arches, one-piece stone lintels, and sloped stone sills.*

*In addition to the "standard" Texas Hill Country elevations and building materials, Declarant would like to see some creative elevations not found in other communities. Creative elevations include, but are not limited to, mid-century modern, modern farmhouse and prairie style architecture. The Declarant is willing to provide some relief or variances to various ACC requirements in order to encourage architecturally inspired homes. Builders can still build the majority of elevations using their standard plan set, but Declarant would like to see some elevations with options for customers desiring more novel architecture with a curated street scene.*

*If a plan is to be repeated with the same front elevation design, it must not occur more frequently than every 3<sup>rd</sup> consecutive Lot. Whether a design is the same or substantially similar for the purpose of this section is left to the discretion of the Declarant. Thus, where this situation exists,*





*at least one (1) other home must occur between the next repeated front elevation, including the three (3) homes located across the street (consisting of the home located directly across the street and the two (2) homes on either side of it). Masonry and trim color in this situation must be different.*

Inappropriate architectural details which will not be allowed include: excessively pitched roofs, vivid exterior colors, diagonal siding, non-native stone, stone which appears to be glued on, exposed foundation walls, exposed white or bubble skylights, tall/massive elevations, stove pipe chimneys, or exotic architectural elevations. ACC approval is required for all brick colors. Refer to Section 3.04 for information and requirements on garage doors.

**Building design.** All buildings upon the Lots shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. “Quality construction” relates to construction performed by a trained, qualified builder with previous new home construction experience. “Approved building materials” for exterior walls include only brick, stone and stucco. Wood, wood siding or a cementitious-fiber planking product (not panels) like “Hardi-Plank,” can be used as accent items only and must be approved in writing by the ACC. These building materials must be specifically identified on the plan submittal and dimensions noted. For purposes of this declaration, only brick, stone and stucco are considered “masonry.” Plastic/synthetic shutters are prohibited. Shades of red or pink brick are not allowed as a primary masonry material unless approved in writing by the ACC. Reflective metal or corrugated metal is only permissible as an exterior wall covering if approved in writing by the Declarant or ACC and integral to modern architecture norms. No building shall be higher than three (3) stories and/or forty-five feet (45') in height from highest point of slab unless ACC approval is obtained by variance due to topography (the intent is to protect view corridors for all homeowners).

There are two distinct communities in the George’s Ranch Master Plan with slight differences and upgrades in design covenants. They are:

## THE HOMESTEAD

MINIMUM SQ. FT/ One-Story:	<b>3,000 Sq Ft under roof</b>
MINIMUM SQ. FT/Two-Story:	<b>3,400 Sq Ft under roof</b>
MINIMUM WIDTH OF SLAB:	<b>65’ (sixty-five feet)</b>
MASONRY REQUIREMENT:	<b>75% masonry</b>
ROOF MATERIAL:	<b>Composite Shingle</b>

## *Adeline*

MINIMUM SQ. FT/ One-Story:	<b>3,250 Sq Ft under roof</b>
MINIMUM SQ. FT/Two-Story:	<b>3,500 Sq Ft under roof</b>
MINIMUM WIDTH OF SLAB:	<b>70’ (seventy feet)</b>
MASONRY REQUIREMENT:	<b>75% masonry</b>
ROOF MATERIAL:	<b>Metal or Tile</b>



**Builders must be approved by the ACC in order to construct homes in The Homestead and Adeline. Such ACC approval must be in writing and is at the ACC's sole discretion. The Declarant may suspend a Builder's right to complete construction in George's Ranch for violation of the requirements provided herein or other governing documents.**

Calculations for masonry requirement percentages do not include doors, recessed entryways, windows, dormers and gables. If any building is set on blocks or piers, it shall have an outside perimeter skirt of brick, rock, or concrete on all sides. Declarant or ACC may at its sole discretion grant a variance from the 75% masonry requirement if in its sole discretion the plans submitted would, as built, be in keeping with the aesthetics of the community or would otherwise be an asset to the community. Such variance must be in writing in accordance with Section 3.36. The ACC will consider variances from 75% to 50% masonry for homes if the architecture, theme, design of the home along with the building materials chosen are for increased aesthetic intent and not merely to save costs. At no point shall any one elevation be less than 50% masonry.

Approved building materials for roofs (as broken down above for The Homestead vs Adeline) are slate, pre-weathered Galvalume non-reflective standing seam metal, tile, dimensional composite shingles or built-up flat roofs. Wood shingles of any character are expressly prohibited. Composite shingles must have a minimum warranty rating of twenty-five (25) years (meaning having a manufacturer's warranty of at least 25 years) constructed of Architectural Dimension Shingle (mid-weight) and with the approximate color of either muted brown weathered wood or gray. Dark Green or Forest Green shingles will also be allowed on heavily wooded lots with ACC approval. Shingles in shades of red or blue are prohibited. All roof stacks and flashings must be painted to match the roof color. All chimneys shall be 100% masonry.

The ACC has the right to disapprove exterior elevations which it deems inappropriate for any reason, in its sole and absolute discretion, even though plans may comply with all other restrictions. ACC approval is required for any exterior color change, and the proposed color(s) must be compatible with the aesthetics of the Neighborhood.

See Section 3.27 for driveway requirements and Section 3.48 for landscaping requirements.

A guest house/additional dwelling unit or workshop having no more than one thousand four hundred (1,400) square feet of air-conditioned space, located to the rear of the primary residence, will be permitted on each Lot so long as it otherwise conforms to all restrictions. The guest house/additional dwelling unit shall be incorporated into the overall design of the estate and shall blend in with the setting of the primary residence. The exterior design, construction, and overall appearance of the primary residence and of any guest house, workshop, or outbuilding must be single-family residential. These structures must be consistent in design to the primary residence, including color and masonry components.

In addition to other considerations outlined herein and in the Bylaws, rules, and other governing documents, the ACC may, when considering approval or denial of plans, exercise discretion over building materials, exterior colors, building heights, building placement on a lot, roof color and



shingle type, location of Improvements, height of Improvements (for example, fences and outbuildings), and materials for Improvements. The ACC may take into consideration existing Improvements in the community in determining whether a proposed Improvement is harmonious with existing Improvements and, if not, may deny approval for such a proposed Improvement.

At no time is trespassing onto Lots owned by others permitted. All construction procedures received with the approved plan must be adhered to, including the installation of a proper construction driveway and silt fences prior to any work, speed limitations, and debris containment.

### 3.04 Garages.

DECLARANT'S VISION. *Declarant strongly encourages Owners to construct 3-car garages or 2-car garages oversized for large sport utility vehicles, trucks or boats. If 3 cars are not owned, the additional garage space can be used for bicycles, lawn equipment and storage. Unlike other communities, George's Ranch requires a 20' minimum depth to accommodate Suburbans or similarly sized sport utility vehicles to discourage parking on the street.*

- A. Two Car Minimum: All residences must have an enclosed garage, architecturally similar to the residence. The garage must be at least a 2-car garage with a minimum of twenty feet (20') in depth. In addition, there must be a concrete parking area for two (2) full-sized automobiles (often called a hammerhead parking pad) which does not affect the ingress and egress to the garage. The intent is for every Owner to be able to park at least two cars in the garage and two (2) guest vehicles outside of the garage without affecting access to the garage and to minimize parking on the street. (Also see 3.27 B. Permanent Driveways) Owners may not store any items in the garage that prevent parking of their vehicles in the garage. A paved concrete parking area for two (2) guest vehicles apart from the garage is required. No sidewalks shall connect directly from the house to the street unless the sidewalk connects to a street side parking pad, which must be approved by the ACC prior to construction. A street side parking pad shall be for large enough to park one car and shall be contiguous to the street. Owners are encouraged to construct these street side parking pads out of native limestone. Under no circumstance may any vehicle be parked or stored on non-paved areas of any lot. The ACC reserves the right to approve plans without parking pads for two (2) guest vehicles if the home features a circular drive in addition to the drive accessing the garage. Garages may be either attached or detached; detached garages are encouraged and will be approved if they meet the masonry and other requirements. This paragraph shall not prohibit the construction or use of carports or porticos in addition to the garage, which are architecturally similar or complimentary to the residence. All garages must be side loading or rear loading. A single-car garage is allowed to face the street, so long as it is offset back from the front of the home by twenty feet (20'). Garage doors, whether attached or detached, may not face any street unless on a corner Lot, or unless approved by the ACC. Garage doors must be wooden, metal doors painted as faux wooden, metal carriage doors with window accents, or metal doors with carriage type hardware. The intent is to avoid production grade metal garage doors with no hardware, windows or upgrades.





- B. Use: No garage may be enclosed for living or used for purposes other than storage of automobiles and other common residential uses, unless another approved garage is built, and all garage doors shall be kept closed when not in use.

3.05 Business Activities. No part of the Property shall be used or improved for any purpose except for one (1) detached Dwelling Unit for one (1) family per each respective Lot, in conformity with this Declaration, the ACC rules, and all applicable State, County and Municipal laws, rules, regulations, codes, or ordinances. Provided, however, “Home Occupations” accessory to residential use, as permitted in single family residential zoning districts under the zoning jurisdiction of the City of Boerne, Texas, shall be permitted on the Property, but only to the extent that any such Home Occupation is in compliance with the applicable zoning regulations of the City of Boerne, as amended, and is additionally in compliance with the following limitations:

- A. The Home Occupation shall be conducted entirely within a Dwelling Unit which is the bona fide residence of the practitioner(s).
- B. No person other than a Family member who resides in the Dwelling Unit shall participate in the Home Occupation on the premises.
- C. The residential character of the Lot and Dwelling Unit shall be maintained. Neither the interior nor the exterior of the Dwelling Unit shall be structurally altered so as to require compliance with non-residential construction codes to accommodate the Home Occupation. No additional buildings shall be added on the Property to accommodate the Home Occupation.
- D. The Home Occupation shall not generate customer related vehicular traffic in excess of three (3) vehicles per twenty-four (24) hour day. Excessive delivery of packages or equipment is prohibited.
- E. No direct selling of merchandise shall occur on the Property.
- F. No equipment or materials associated with the Home Occupation shall be displayed or stored where visible from neighboring property or from any street.
- G. The Home Occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, fumes, electrical interference, or waste run-off outside the Dwelling Unit.
- H. No vehicle used in connection with the Home Occupation which requires a commercial driver’s license to operate shall be parked on the Property or on any street adjacent to the Property.
- I. The Home Occupation shall not be advertised by any signs on the Property, nor shall the street address of the Home Occupation be advertised through signs, billboards, television, radio, or newspapers.



- J. Nothing herein shall be construed to allow the following businesses or occupations as Home Occupations and the following business activities are expressly disallowed: animal hospitals, animal breeding, clinics, hospitals, contractors' yards, dancing schools, junk yards, lodging-house residential uses, massage parlors, halfway houses, recovery centers, restaurants, rental outlets, or vehicle repair shops.

3.06 Minimum Setback Lines. All structures of any kind and every part thereof shall be placed on the Lot within the buildable area. Buildable area is defined as the portion of the Lot other than the setback areas (refer to the list below for details). Owners are encouraged not to arbitrarily place the home at the front setback, instead taking advantage of the estate setting by placing the home farther back from the roadway. Prior written ACC approval is required for any structure or equipment placed within the setback areas.

A. All Lots:

Front Setback: 50' minimum (measured from the 60' Private Roadway, Drainage and Public Utility easement shown on the plat)

Side Setback: 10' minimum

Rear Setback: 25' minimum

- B. Front of Lot: For the purpose of these Restrictions, the front of each Lot shall be the property line abutting the street of the Lot's address. Unless otherwise approved in writing by the Declarant or ACC, each main residence building shall face the front of the Lot.

- C. Drainage Easements: There is no setback requirement for drainage easements.

- D. Setback Variance: If Declarant or ACC determines that the setback distance from any front, rear or side lot line listed above is impractical due to topography, grade, or other conditions, then Declarant or ACC has the authority to change the required setbacks for that Lot.

E. Exclusions:

1. Structures below and covered by the ground, including septic facilities approved by the appropriate governing entity.
2. Steps, walks, driveways, and curbing.
3. Walls and fences not to exceed six feet (6') in height.
4. Landscaping.
5. Any other Improvements approved in writing by the ACC.

3.07 Maintenance of Improvements. Any Owner or occupant of any residence shall have the duty of and responsibility for keeping the Property they own or occupy, and the Improvement thereon, in a well maintained, safe, clean, neat and attractive condition at all times. The responsibility to maintain the property is in effect whether the Property is vacant, under



construction or occupied. By way of example, such maintenance shall include but not be limited to: maintenance of all visible exterior surfaces of the Improvements and prompt removal of paper, debris, and refuse; removal of dead and diseased trees and plantings from the Property, remediation of old “ranch roads” or other bare areas without vegetation, maintenance of bar ditches and drainage easements, prompt replacement of dull and/or peeling paint from the exterior of the Improvements; and, during construction, the cleaning of dirt, construction debris, and other construction related refuse from street and storm drains and inlets as often as deemed necessary by either the Association or the ACC. See also Section 4.05 for Association rights and remedies for Owner’s failure to maintain. Owners must comply with the Landscape Guidelines, a copy of which is available from the Association. If no Improvements have been built or are under construction, Owners need not install landscaping in accordance with the Landscape Guidelines, but at all times Owners must keep their Lot in a neat and attractive appearance. The ACC has sole discretion to determine whether a Lot is being maintained in a neat and attractive appearance. However, if any Improvement is made (including earth moved/disturbed by construction activity or in preparation for construction activity), the Landscape Guidelines must be complied with. Any improvements installed by Declarant or the Association shall be maintained by the Association.

3.08 Litter, Rubbish and Debris. No litter, refuse piles, rubbish, debris, or trash (other than that to be timely picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render that Lot or any portion thereof a nuisance, unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers with tightly fitting lids; and except at times of pickup, such containers shall be kept to the rear of each residence. All trash containers shall be returned to the rear of the residence within eight (8) hours after pickup. All Owners desiring street side trash pick-up hereby agree to contract with a common trash disposal service chosen by the Declarant or the Association after competitive bids are secured and reviewed by the Declarant or the Association. The purpose of the contract review will be to provide a savings to all Owners through a “bulk” Property-wide contract and to minimize trash pick-up days. Trash may be collected at least weekly and under no circumstance shall trash be disposed of through burning or burying on any Lot. Any compost pile must be: (a) properly maintained, (b) not visible from any street, and (c) located no closer than twenty-five (25’) feet from any adjoining Lot.

3.09 Sports/Recreational Facilities. Swimming pools, children’s play structures, swing sets and similar permanent or semi-permanent sports/recreational facilities must be located to the rear of the primary residence on a Lot and not readily visible from the street. Basketball, sport courts, pickleball and tennis courts must be located behind the primary residence and will not be illuminated for nighttime play, unless approved by the Declarant or ACC. Portable basketball goals on wheels must be located no more than twenty feet (20’) from the garage and shall never be located on any street.

3.10 Mobile Homes/PODS. Except as provided herein, no mobile homes, modular homes, or manufactured housing shall be parked or placed on any part of the Neighborhood or used as a residence, either temporary or permanent, at any time. Sales or construction trailers approved by



the Declarant may be allowed. Portable units used for moving, such as “PODS,” must be removed within five (5) days from their drop off, and must be placed off the roadway on Owner’s property.

3.11 Storage Tanks, Antennas, Satellite Dishes, Wind Generators, Flagpoles, Solar Devices. Storage tanks (i.e., for water, propane, butane, etc.) must be buried. Rainfall Harvesting Devices do not have to be buried, but must be approved by the ACC. (See section 3.51.) All solar panels or other solar collection devices must be approved in writing by the ACC prior to construction and/or installation on any portion of the Property, and must be constructed as an integral part of the architectural design of an existing approved Improvement. Any antennas, satellite dishes, wind generators, or other appurtenant structures are highly discouraged but, if selected, shall be located behind the ridgeline of the residence or in the backyard and generally shielded from view. Declarant or ACC must approve, in writing, any antenna more than five feet (5’) taller than the ridgeline of the residence and visible from any street. The following antennas and satellite dishes are not permitted: antennas or dishes that only transmit signals; antennas or dishes that interfere with reception of video signals by other residences; antennas or dishes mounted on roofs or buildings, except as provided herein; antennas or dishes in Common Areas; and dishes greater than one (1) meter in diameter.

Unless prohibited above, an antenna or satellite dish may be installed inside the attic or garage of a residence, or outside of a residence without ACC approval if the following criteria are met:

- Must be properly bolted and secured in a professional manner
- Must be located behind the residence not visible from any street or Common Area
- Must be no higher than the wall or landscaping that is screening it from view
- Must not be located within any building setback lines and
- Must be on the portion of the roof farthest from the street (back half) if mounted on the roof.

Only one (1) permanent flagpole per Lot not to exceed twenty feet (20’) in height (not attached to the residence) will be allowed on any Lot unless it is of a temporary nature for a model home and with prior approval of the Declarant.

3.12 Peripherals, Screening. Firewood piles, storage piles, storage facilities, mechanical equipment, and other peripherals must be located near the rear of the Lot and/or screened so that the same are not readily visible from the street(s) abutting the Lot on which the same are located. Trash cans must be screened from view at all times except for trash pick up days. Clotheslines are not allowed.

3.13 Noise. No loud exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of George’s Ranch. No leaf blowers or power mowers shall be used before 8:00 a.m. on weekends.

3.14 Gardening. Gardening, including row crops and residential gardens, are permitted, provided they are located at the back two-thirds (2/3) of the Lot and are generally neat, free from weeds, orderly in appearance, and maximum size of 10,000 square feet in area. If irrigation is required, drip irrigation is recommended.



3.15 Commercial Trucks. Tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks or construction machinery or equipment or vehicles shall not be parked on any Lot at any time, except temporarily while such machinery or vehicles are being used in the construction of Improvements in the Neighborhood. No such vehicles, trucks or machinery may be left overnight on any street in George's Ranch.

3.16 Construction Activities. This Declaration is not to prevent or unreasonably interfere with normal construction activities during the construction of Improvements upon any Lot in the Neighborhood. Construction activities shall not be deemed to constitute a nuisance or a violation of this Declaration by reason of normal noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that plans for such construction are approved by the ACC and are pursued to completion with reasonable diligence. In no event shall any structure be allowed to remain uncompleted for more than one (1) year after construction has commenced. In addition, during construction of any structure, the contractor shall be required to keep adjoining roadways, roadway easements, and thoroughfares free from debris and mud. No construction material of any kind may be placed on another Lot or on the roadway for any amount of time, and never within the drainage ditches.

All builders/contractors shall provide convenient access to portable toilet facilities for all employees and subcontractors, to be placed on site but not in roadway easements or bar ditches. In the event that construction upon any Lot does not conform to the requirements set forth herein or otherwise does not conform to usual good construction practices in the area as determined by Declarant and/or the ACC in its/their sole judgment, Declarant and/or the ACC shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction on any Lot there is windblown debris and/or excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Neighborhood, then Declarant and/or the Association may arrange for such debris to be removed; and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. An Owner shall additionally be held responsible and liable for any and all damages to the Property caused by the Owner's contractor or subcontractors including but not limited to roadways, gates, signs, and fences. In the event of default in the payment of such sums within thirty (30) days after demand therefore has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due hereunder, and all costs of court, other costs and fees, including late fees and reasonable attorney's fees. All such amounts will be a lien against the Lot enforceable in accordance with these Restrictions.

The Board and Declarant reserve the right to create rules and assess fines for infraction of those rules, related to construction activity infractions, including, but not limited to, the following rules:

1. *No construction is to commence until written approval is given from the ACC, the building envelope is fenced off with orange construction fencing and proper erosion controls are in place. All Vertical Improvements (determined by the roof edge), except approved fences and driveways, shall be confined to the Building Envelope. Architectural design should respond to significant natural features within the building envelope so that loss of vegetation and grading are minimized.*



2. *Speed limit is **25 miles per hour**. Contractors speeding within the neighborhood are subject to fines and/or expulsion from the community.*
3. *To keep the lots as native and natural as possible the Declarant desires to limit the amount of disturbance that occurs while building the homes. The goal is to keep contractor parking and construction vehicles from parking in areas that can remain native. Prior to any construction on the lot, the orange barrier/safety fencing with T-Posts must be installed to enclose the sides and rear of the construction site (the "Building Area"). Such fencing shall be no less than four feet high. No construction of any kind is allowed outside of the Building Area. Accordingly, the Building Area shall be the minimum area needed surrounding the improvements being constructed and to allow for access for construction vehicles. The Building Area shall have a single entrance located at the driveway entrance.*
4. *All trash and debris **MUST** be contained at all times. Homebuilders are required to have a dumpster on each lot during construction. The trash containment provided on each lot **MUST** prevent trash from leaving the lot in windy conditions. Owners must take steps to reinforce the trash containment to ensure no wind-blown trash. Drainage ditches must remain free of debris and sediment. Owner is responsible for debris blowing onto other lots.*
5. *Lots adjacent to the job site are **not** to be encroached upon with silt fence, debris, building material, concrete wash, or trash bins. Each Lot is private property; construction workers are not allowed on any other Lot other than their own site.*
6. *Contractors will be held liable for any damage to the roadways, utilities, Association improvements, and other Lots. Concrete washout in an unapproved area will result in fines to the contractor in addition to cleanup costs.*
7. *No adjacent Lot is to be used for access to or parking for the building site. Builders are required to provide adequate parking for contractors.*
8. *No changing oil on any vehicle or equipment on a Lot.*
9. *Concrete suppliers and contractors must not clean their equipment on any Lot other than the jobsite unless they own multiple lots and have a dedicated approved washout location*
10. *No removing any plant material, topsoil, rocks, or similar items from any property of others.*
11. *Temporary construction signs shall be limited to one (1) sign per site.*
12. *No burning of any type.*
13. *Construction Driveways **MUST** be installed prior to any construction activity and these driveways shall not restrict drainage in any bar ditch or right-of-way. Mud or dirt tracked onto the roadways will result in fines and/or cleanup costs to the Owner or contractor.*
14. *No construction materials (including dirt, gravel, wood, brick, etc.) may be placed on a roadway or in the drainage ditch for any length of time.*
15. *No parking of construction vehicles and equipment is allowed anywhere except on a roadway and on the Construction Driveway of the Lot upon which work is being performed. Vehicles parked on a roadway may not have any part of the vehicle extending off of the roadway (for example, no tire may be off of the roadway itself – a vehicle cannot be parked partially on the roadway and partially on a Lot.)*





16. *Contractors are responsible for properly installing Kendall County-approved erosion controls, including silt fences, to limit silt run-off from the construction site prior to commencement of any work.*

3.17 Camping. No overnight camping on individual Lots will be permitted.

3.18 Stored Motor Vehicles, Junk. Non-operational, abandoned, unlicensed, or junked motor vehicles may not be stored on any Lot or street in the Property unless enclosed in a garage on such Lot. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate. No junk, refuse, furniture or debris of any kind or character, or dilapidated structure or building of any kind or character, may be kept or allowed to remain on any Lot. Furniture that is commonly used and designed for interior uses shall not be used as outside or patio furniture. Accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall not be kept on any Lot other than in a garage or similar enclosed structure. Storage of equipment, materials, or any other product is strictly prohibited prior to construction of primary residence. Any vehicle under repair or any vehicle that is being restored must be kept in a garage or similar enclosed structure.

3.19 Signs.

DECLARANT'S VISION: *Due to the impact signs can have on property value and the overall aesthetics of the community, the following policies have been implemented to protect the Owners in George's Ranch.*

Unless otherwise provided herein, only signs, billboards, or other advertising devices displayed by Declarant (or any related real estate entity controlled or permitted by the Declarant) shall be displayed to the public view on any Lot or the Common Areas, except:

1. *"For Sale" signs – improved property*. During and after the Declarant Control Period, Realtors or Owners' Representatives may display one (1) for sale sign of not more than sixteen (16) square feet on a Lot improved with a residence to advertise the Lot and the residential structure situated thereon for sale.
2. *Builder signs*. During the Declarant Control Period only, Builders may place one (1) temporary construction sign only to aid contractors on locating the site on lots under construction. Builder signs shall be no larger than sixteen (16) square feet and be placed outside the roadway easement. No builder signs are allowed until construction has commenced.
3. *"For Sale" signs – unimproved property*. No "For Sale" signs may be placed upon any unimproved Lot by individual Owners, Realtors, Builders, or any other person or entity other than Declarant during the Declarant Control Period. Declarant may authorize such signs to be posted by others, but such authorization must be in writing and may be revoked at any time. After the Declarant Control Period has ended, one "For Sale" sign of not more than sixteen (16) square feet is allowed to advertise an unimproved Lot.
4. *Common Area signs*. The Association may display such signs, as it may deem necessary, for the efficient use of the Common Areas or benefit to the members. Only signs approved by the Association may be placed in the Common Areas.



5. *Signs in medians/right-of-ways.* No signs of any nature, other than those permitted by the Declarant for the purpose of directing traffic, shall be located in the esplanades and right-of-ways.
6. *Signs relating to scholastic activities.* During and after the Declarant Control Period, one (1) sign per child in support of the Lot Owner's or resident's child's or children's scholastic or athletic activities is allowed on a Lot.
7. *"For rent/For lease/Auction/Foreclosure" signs.* No "For Rent," "For Lease," "Auction" or "Foreclosure" signs are allowed on any Lot. This prohibition includes "For Rent" or "For Lease" signs in conjunction with "For Sale" signs. These signs are also not to be in view from inside windows or doors. Declarant desires to create an established community of Owner-occupied homes. Declarant is aware that homebuyers prefer Owner-occupied communities and as such, Owner-occupied communities provide a better environment to sell homes. Declarant also believes that "For Lease" and "For Rent" signs are perceived negatively by prospective homebuyers and make it more difficult to sell homes. Therefore, no "For Lease" or "For Rent" signs are allowed.
8. *Sign removal.* Declarant or Association specifically is granted the right to enter on any Lot to remove signs not permitted by these Restrictions.

All signs shall be placed outside the Private Roadway easement. No signs of any character displayed in the Neighborhood shall be of the "homemade" variety, and all signs displayed must be neat and orderly in appearance. No sign or banner of a derogatory or negative nature will be allowed at any time anywhere in the Neighborhood. Only those signs specified in this Section 3.20 are allowed in the Neighborhood .

3.20 Sidewalks. Builders are responsible for the construction of 5-foot wide sidewalks along the one side of the street(s) adjacent to the Lot(s) owned by Builder in accordance with the construction plans and specs as shown on Exhibit F attached hereto.

3.21 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines of any public or private street shall be placed or permitted to remain on any Lot.

3.22 City of Boerne Water Line, Water Supply. Each residence will be required to purchase potable water through the City of Boerne, which will have a public utility easement containing water lines in and through the Property. Private water wells are not permitted. Each Owner is subject to the City of Boerne Regulations included as Exhibit "D."

3.23 Window Coverings and Burglar Bars. No buildings on the lots shall have temporary interior window coverings of any character at any time. This includes, but is not limited to, paper, aluminum foil, bed sheets, flags, or plastic sheeting. All interior window coverings shall be of traditional design/appearance of quality materials as interpreted by the Committee. No exterior burglar bars will be permitted on any doors, windows, or other openings on a dwelling situated in the Community. Burglar bars, if installed, must be situated within the interior of such dwelling.

3.24 Maintenance and Assessment of Private Roadway Easement and Other Areas in the Neighborhood ("Neighborhood Assessments"). The Association or its designee shall have the





obligation to provide comprehensive general liability insurance in an amount necessary to adequately protect the Association and its officers and directors, and shall further have the obligation to maintain, levy and collect assessments for insuring and maintaining all internal private roadway easements located in the Neighborhood (collectively, the "Private Roadway Easements" and the roads thereon "Private Roadways"), as those Private Roadway Easements are depicted on the Neighborhood plat, and any entry gates or other devices controlling access (the "Entry Facilities") to the Private Roadway Easements. The Association shall levy assessments ("Neighborhood Assessments") against each Lot (other than Common Area Lots and Lots owned by Declarant) in the Neighborhood for the cost of such insurance and the maintenance of the Private Roadways, the Private Roadway Easements, Entry Facilities, Common Area landscaping within the Neighborhood, and all other costs reasonably associated with the Neighborhood as the Board determines appropriate. Kendall County shall have the power and the authority to judicially enforce the covenants herein requiring the Association to maintain and repair the Private Roadways and the Private Roadway Easements and to levy and collect adequate assessments for the maintenance and repair of the Private Roadways and the Private Roadway Easements (the "Private Roadway Covenants"). Kendall County is hereby designated as a representative under Section 202.004(b), Texas Property Code, and may enforce the Private Roadway Covenants by specific performance or other equitable legal remedy in any court of competent jurisdiction, and Kendall County shall have the right to recover any attorney fees and other expenses incurred in such judicial enforcement. This paragraph shall not create in Kendall County any affirmative duty to police, control, or enforce the Private Roadway Covenants or to maintain the Private Roadway Easements or the Private Roadways.

Further, an express easement is hereby granted across the Private Roadways and any adjoining Common Areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, electrical, gas and water utilities and cooperatives, solid and other waste material pickup, and any other purpose any governmental authority deems necessary, and the Association further agrees that all government entities, their agents or employees shall not be responsible or liable for any damage occurring to the surface of the Private Roadways and Common Area as a result of vehicles performing governmental functions traversing over same.

Declarant is building aesthetically pleasing roads of a rural nature that may not comply with Kendall County specifications in all respects. Kendall County will not assume responsibility for any road maintenance, and the roads will remain private into perpetuity. Neither Declarant nor the Association nor Kendall County has any duty to remove snow, ice, or other conditions that may render some roads impassable in severe weather. The Private Roadway Easements shall not be dedicated to or maintained by Kendall County. **The speed limit throughout the Property is 25 miles per hour.** However, the Board may by rule lower or raise the speed limit for part or all of the Property, and may, but has no duty to, post speed limit signage on the Property. Compliance with all safety requirements is the responsibility of each individual Owner. The Association has no duty to enforce but may in its discretion enforce in any manner appropriate (including fines for violations when warranted in the sole discretion of the Board), any traffic, safety, or other rule or deed restriction.



The Neighborhood Assessments shall be apportioned equally among all Lots in the Neighborhood, exclusive of any Declarant owned Lots or Common Area Lots. The Neighborhood Assessments must be deposited in a separate account from other Association funds so as to accrue over time and shall be used only for the purposes stated herein. Beginning January 1, 2024, the Neighborhood Assessments shall be seven hundred dollars (\$700.00) per Lot per calendar year. The Neighborhood Assessments shall be adjusted by the Board as required to maintain the Private Roadways, Private Roadway Easements, and other neighborhood-specific items as contemplated herein. To secure payment of such charges as levied on the individual Lots, there shall be reserved in each deed (whether specifically stated therein or not) by which the Declarant shall convey such Lots, a vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law and foreclosable by non-judicial foreclosure as set forth and in accordance with the Texas Property Code; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted to and/or created for or at the instance of a valid purchase money lender to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot. The Owner of a Lot is obligated to pay the Neighborhood Assessment regardless of whether the Owner actually receives a bill, invoice, or other notice.

Any damage to the roadways or Association property as a result of the land clearing, moving or construction process shall become the immediate responsibility and obligation of the Lot Owner for repair. In the event of non-payment for damage as specified herein, said amount, including all fees required for collection as determined by the Association, shall be assessed against the Lot and shall be collected from the Lot Owner in accordance with the Assessment provisions and lien rights referenced herein.

3.25 Land Clearing. In an effort to preserve the natural beauty and integrity of George's Ranch, no lot or tract shall be clear-cut of all native foliage and/or vegetation. Cut or piled brush on occupied or non-occupied lots must be disposed of within seven (7) days of cutting. Approved disposal methods are on-site chipping or hauling to an off-site location for burning or composting. No burning of brush is allowed in George's Ranch. All landscaping on all Lots (other than Common Area) must comply with the Landscape Guidelines.

3.26 Water Run-off, Interior Lot Drainage, Sod Height at Curb and Silt Management. Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water run-off in such a manner as to cause such water run-off to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch or Common Area. This includes any landscape improvements near the roadway which cannot alter or dam up the flow of water near the roadway. The storm water drainage system in flat curb areas is designed to function as sheet flow (over the lot and roadway without the need for pipes or ditches). All landscaping on the Lot (including sod or landscape beds) must be installed at or below the elevation of the flat curb in order for the drainage system to function properly. At no time shall the top of the blades of grass from introduced sod on a Lot (immediately adjacent to curb) be taller than the top of the flat curb. The Association retains the right to require the Owner to excavate and remove anything (including but not limited to dirt, sod, landscape beds) to ensure that sheet flow conditions are maintained. Since the majority of the Lots are wooded, the Declarant will not be grading lots. It will be the responsibility of each builder and Owner to provide adequate



drainage for each lot. Caution should be used to ensure that all the lots have positive drainage away from the house foundations and that all lots drain to the drainage system provided for that lot. Any topsoil and/or sandy loam that are imported to a lot must be immediately covered with sod or the area must be contained with silt-fence to prevent topsoil and/or sandy loam from running off property. Material shall not ever be placed in any drainage ditch or bar ditch. Silt in general caused by any construction activity, excavation, or disturbance of soil that results in silt run-off will result in fines to the Owner and/or contractor. Declarant reserves the right to invoice Owners for costs associated with removal of silt from downstream structures, roadways, or ditches caused by poor or non-existent erosion control measures. Silt fences must always be maintained according to Kendall County guidelines. In addition to the costs of remediation of silt, fines may be imposed by Kendall County or TCEQ, and the Association may impose fines for repeat offenses for poor erosion control measures. Other than Waterway Buffer Zone Easements, if there are easements across any lot line or in any building setback lines, the Owner may mow and maintain such area. However, an Owner may not alter the area to the extent it would fail to function for its purpose, nor shall said area be cemented, paved, or otherwise made impervious with the exception of a single driveway on each Lot, not to exceed twenty feet (20') in width. Declarant and the Association retain the right to maintain all bar ditches and drainage areas, even if they are upon a Lot at that Lot Owner's sole cost and expense. Notwithstanding anything contained herein to the contrary, current run-off and drainage patterns are acceptable and approved.

### 3.27 Driveway Requirements, Bar Ditch Crossing Requirements.

- A. Construction Driveways, Construction Vehicle Parking. Prior to commencement of any construction activity, each Owner shall install an all-weather driveway from the paved portion of the private roadways to the dwelling slab location. A temporary culvert must be installed in any bar ditch if water flow may be diverted, stopped, or backed-up due to construction drive material. The culvert must be sized to accommodate the existing water flow and must not back up water in any way. In addition, a parking area must be installed sufficiently to park all builder and contractor vehicles during construction. Construction Driveways and parking areas shall be made of six inch (6") minimum compacted crushed limestone or dust-free granite gravel or other suitable, all-weather road base material obtained from a quarry, pit, or commercial excavation site. Common caliche material is not acceptable under any circumstances. The construction driveway will be insufficient if vehicle tire tracks and/or mud are left on roadways during periods of wet weather. Every Owner will be responsible for clean-up of its construction activities, on roadways or otherwise. After any warning from the Declarant or Association for the tracking of mud onto roadways, the Owner shall immediately be required to install a stabilized construction entrance built to City of Austin Construction Standards. The first thirty feet (30') of this stabilized construction entrance shall include six inches (6") of "bull rock" or nominal two inch (2") diameter crushed stone at a minimum of ten feet (10') in width, for a total of 5.5 cubic yards of rock.
- B. Permanent Driveways. All driveways shall be composed of concrete, brick, stone, or pavers. Asphalt driveways are also allowed, providing they have a ribbon curb with a minimum of twelve inches (12") in width to prevent deterioration of asphalt



edges. In addition, there must be a concrete parking area for two (2) full-sized automobiles (often called a hammerhead parking pad) which does not affect the ingress and egress to the garage. The intent is for every Owner to be able to park at least two cars in the garage and two (2) guest vehicles outside of the garage without affecting access to the garage and to minimize parking on the street. Driveways shall have a maximum width of twelve feet (12') when connecting to the Private Street and a minimum width of ten feet (10') at the narrowest point. Driveways that cross natural drainage ways outside of the roadway easements must have culverts (sized by a professional engineer) or low water slabs of concrete. The driveway and bar ditch design must be submitted with the initial set of plans for ACC approval. Painted items such as address numbers, team insignias, etc. are not permitted on the curbs or driveways. All driveways must maintain at least one-foot distance from the side property lines.

- C. “Dip,” “Bridge,” and Culvert Crossing Requirements (All Lots). George’s Ranch was designed to minimize the need for culverts, and in most cases a “Dip” crossing is appropriate. However, in some cases where driveways intersect roadways and cross a road drainage ditch, a “Bridge” type crossing is required. If a culvert crossing is installed, it must be sized by a professional engineer (signed and sealed), and there must be an expansion joint at the roadway. The culvert shall be laid such that the culvert flowline matches the existing ditch flowline. The culvert shall have ends that are cut at a 3:1 slope (horizontal to vertical), shall be encased in concrete and shall be constructed as a contiguous piece of the required concrete driveway. The culvert shall not be exposed. All drive crossings, “dip,” or culvert shall be constructed of 3,000 psi concrete with a minimum thickness of four inches (4”) and have a minimum reinforcing of wire mesh or fiber mesh concrete. They must be maintained for functionality and roadside appeal – if at any time a culvert becomes crimped or blocked by plants, rocks, soil, or debris, the culvert must be immediately cleared, fixed or replaced.

**“Dip” type crossing:** In areas of shallow or non-existent ditches, “Dip” type driveway crossings are the preferred driveway crossing. “Dip” type crossings shall have a flowline equal to the existing road ditch flowline and shall have a maximum grade break at ditch flowline of fifteen percent (15%). *Example: If grade from road edge to ditch flowline is eight percent (8%), then the maximum grade from ditch bottom towards house is seven percent (7%).* “Dip” drives shall be considered inadequate and must be immediately replaced if they are not flush with the grade of the EXISTING ditch, or if they restrict or divert water flow in any way. “Dip” crossings shall be constructed of 3,000 psi concrete with a minimum thickness of six inches (6”) all the way to the pavement, and the minimum reinforcing steel shall be #3 bars at eighteen inches (18”) on center, each way. **Note:** The existing road ditch bottom may be both moved toward the house and widened to accommodate a gentler driveway crossing as long as stabilized channel transitions are established upstream and downstream of the driveway.



**“Bridge” type crossing:** In areas of deep ditches and areas of severe terrain, or where “Dip” type crossing would prove ineffective, the Owner shall install a “Bridge” type crossing. “Bridge” type crossings shall span the existing road ditch section and shall be constructed of concrete of sufficient strength and cross-section to support the intended use and load. Like the “Dip” type crossing, the “Bridge” type crossing shall respect the existing road ditch section and shall not restrict flow in any way. To this end, “Bridge” construction should consist of temporarily filling the existing road ditch flush with sand. The sand will act as a temporary form through the existing ditch section, will preserve the existing ditch section, and is easily removed. It is important that the sand be removed immediately upon completion of the bridge to allow for storm flow. It is recommended that all driveway approaches and concrete bar ditches adjacent to a roadway be approved by the Declarant/ACC prior to the pour.

D. Concrete Parking Pad and Trash Pad.

All driveways shall have a two-car concrete parking pad as described in section 3.04.A. In addition, all properties shall have a concrete trash pad for two (2) large trash cans. The trash pad is required to be installed with the initial driveway construction. The pad shall be located outside of the typical driveway return and adjacent to the curb.

3.28 Buses, Trailers, Boats, and ATV’s. No bus, trailer, boat, ATV, travel trailer, recreational vehicle, or motor home shall be left parked on any street in the Neighborhood except for temporary construction and repair equipment used in connection with the construction or repair of the residence, and no such vehicle shall be parked on a Lot in such a manner as to be visible from the street or neighboring property. Garages for such vehicles require prior ACC approval. ATV usage is not permitted within the community as the resulting trails are unsightly and the noise is disturbing to other residents.

3.29 Fencing and Walls.

DECLARANT’S VISION. *Attention must be paid to fencing in order to ensure that desired privacy and security for individual lots does not diminish the natural setting of George’s Ranch. Fences are not required in George’s Ranch, but should the Owner choose to install a fence, wooden fences are prohibited. Instead, black steel picket fencing or masonry walls are allowed in George’s Ranch. The steel picket fence can be enhanced by planting The Texas Living Fence using flowers, vines, shrubs and trees to provide color and privacy. A copy of The Texas Living Fence manual (with examples) is available upon request from the Association.*

In the interest of protecting the viewscapes and encouraging a uniformity of height, design and materials, any fencing must be of non-solid see-through steel pickets, commonly called wrought iron. All steel picket fences shall be powder coated black and constructed as depicted in the Landscape Guidelines. Steel picket fences shall be five (5') in height. No materials (i.e., screening, wire mesh) shall be attached to the steel picket fence. The Declarant strongly encourages Owners to avoid erecting fences solely to demark property lines. The community intent is to leave the





hillsides in its most natural state, minimize fencing in general and save and encourage vegetation along lot lines.

Visual privacy can be accomplished through a combination of the 5' steel picket fencing with an ornamental vine and/or native Texas Hill Country plantings to achieve a lush natural barrier between home sites known as a *The Texas Living Fence*. The Coral Honeysuckle and Confederate Jasmine (two of many possible choices) provide the flourishing growth along the rails of the fence to achieve the desired natural screening between homes. The ornamental vines shall be maintained in such a way to encourage vertical growth on the picket fence and prevent horizontal growth on the ground. In addition to ornamental vines, there are a variety of options available using plant material from the approved plant list in the Landscape Design Guidelines of the Association, which also includes illustrations of trellis design options. *The Texas Living Fences* used throughout the community will provide an upgraded sense of privacy from the vertical board fence while at the same time being non-flammable, preventing the spreading of wildfires and eliminating staining maintenance. Underground electronic "Invisible Fencing" for securing family pets is also encouraged.

Walls may be built in some situations with specific ACC approval, provided that they match the existing home, are of limestone or approved natural rock; do not obstruct views from any roadway or adjoining property in any manner; and are no taller than 6 feet. Columns may also be used in combination with ornamental iron/steel pickets. In this instance, columns shall be made of masonry which compliments the home and shall not exceed fifty feet (50') on center.

It is customary, but not mandatory, for Owners to share costs of fences along property lines. However the Association shall not investigate or mediate these discussions between neighbors.

Fences that extend beyond the front wall of the home are prohibited, and only in extreme circumstances will a variance be given by the ACC for such requests.

All fences and walls must be fully repaired and maintained in a presentable manner as interpreted by the Committee. Any fence or wall that leans out of line with an adjoining fence or wall is specifically in need of immediate repair. "Out of Line" will be further defined as any portion of a fence or wall that leans so that the fence's or wall's axis is more than five degrees (5°) out of perpendicular alignment with its base. Any repair or replacement of a fence or wall shall be made in the same manner in which it was originally constructed.

**3.30 Dedication of Common Areas.** All of the areas designated as common areas on the Plat are hereby dedicated as Common Areas for the use and benefit of all persons and entities owning Lots or an interest in any Lot in the Neighborhood, and to purchasers of lots in the Property. Ownership of Common Areas shall be conveyed to the Association when (i) all of the Lots, including any and all lots which may become part of the Property pursuant to Section 3.37 hereof, have been sold and Declarant has no intention of adding additional lots or sections to the Property or (ii) at such earlier time as Declarant may decide in its sole and absolute discretion. Unless otherwise approved in writing by the Association, motorized vehicles are not allowed, and there will be no discharge of firearms or fireworks in Common Areas.



3.31 Swimming Pools. Above-ground swimming pools are not allowed under any circumstances. Traditional in-ground pools must be located to the side or rear of the primary residence, must receive prior permission from the ACC, and must have a security fence approved by Kendall County (as required). Large canvas pool coverings are discouraged.

3.32 Window Air Conditioners. No window air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building in any part of the Neighborhood. The Declarant or ACC may, at its discretion, grant permission in writing if such unit, when installed, shall not be easily visible from a street.

3.33 Protection of Water System. The Owner of each Lot is solely responsible for the protection of all portions of the water system upon his Lot. The location of the water tap and water meter shall be marked by the Owner implanting two (2) posts, painted blue, and with twenty-four inches (24") showing above ground with one (1) post being placed on each side of said water connection(s). The posts shall remain prominently showing until all construction on the Lot is complete. Repair of damage to the water system upon a Lot shall be the Owner's expense.

3.34 Protection of Property Pins. The Declarant shall initially install all property pins. Subsequent to the purchase of any Lot, the Owner shall be responsible for placing visible markers or posts immediately adjacent to all property pins he wishes to protect. Any pins subsequently damaged, lost, or removed after a Lot has been purchased shall be replaced at the Owner's expense. Property pins located in the private roadways may be damaged or lost during road re-surfacing projects.

3.35 Variances. The Declarant or the ACC must approve any variance or deviation from any of the Restrictions in writing.

3.36 Additions to and Withdrawals from Existing Property. The Declarant may add or annex additional land to the Property at any time and such additional land may be used for voting purposes hereunder. Notice of annexation along with a legal description of the annexed land and any additional governing documents for the annexed land shall be filed of record in Kendall County as appropriate. Upon the filing of a Notice of Addition of Land cross referencing this declaration (as it may be subsequently amended), this Declaration and the covenants, conditions, and restrictions set forth herein shall apply to the added lands, and the rights, privileges, duties, and liabilities of the persons subject to this declaration will be the same with respect to the added lands as with respect to the lands originally covered by this declaration. A Notice of Addition of Land may be but need not be combined with a Supplemental Declaration. A Supplemental Declaration may be recorded at any time by the Declarant during the Declarant Control Period in order to impose additional restrictions or limit restrictions on specific areas of land in the Property.

Declarant may at any time during the Declarant Control Period withdraw land from the Property and remove any deed restriction previously imposed by Declarant on the withdrawn Property (including any declaration or other governing documents) by filing of record in the appropriate county records a notice of withdrawal of land, along with a legal description of the withdrawn lands and the terms of the withdrawal.



3.37 Utility Easements and Underground Utility Requirements. Declarant, for and on behalf of itself and the Association, reserves easements for installation and maintenance of any and all utilities and drainage facilities as shown on the Neighborhood plat. The easements are for the purpose of installing, using, and maintaining public utilities. The easements are for the general benefit of the Neighborhood, the Property, and the Owners and are reserved and created in favor of all utility companies serving the Property. Electric utility service will be installed underground in the public utility easements along the roadways at the expense of the Declarant. In the general interest of protecting the viewscales and reducing visual clutter, all Owners shall install electrical, cable, and phone lines underground from the utility company feeds at the front of the Lots to all improvements following the various utility company engineering specifications and requirements. Builders may use temporary overhead lines during the construction of any improvements, but such overhead lines must be removed upon completion of the improvements.

3.38 George W. Kendall Homestead The historically designated George Kendall Homestead and related buildings and barns are planned to be restored and repurposed as an HOA Community amenity. These plans are not finalized at this time and access to this area is strictly limited to those being accompanied by an approved representative of the Declarant.

3.39 Seasonal Lighting. Decorative Christmas lighting shall not be permitted earlier than Thanksgiving and must be removed no later than January 15.

3.40 Storage/Out Buildings. No prefabricated storage, “out” buildings, or sheds are allowed in the Neighborhood, except during construction. All such buildings must be built on-site, on a slab, behind the main structure, be architecturally similar in appearance and of the same construction, masonry requirements, materials, color scheme, and similar design to the main structure and garage on that Lot. Children’s playhouses may not be used as storage facilities. Greenhouses will be assessed on a case-by-case basis, taking into consideration such factors as visibility from the roadway and the reflection factor on neighboring lots. Chicken coops are not allowed.

3.41 Outside Art. No owner shall be allowed to place or maintain excessive amounts of freestanding outside objects of an artistic nature that are visible from any street and located on porches, yards, or hung from trees. Typical yard art includes, but is not limited to: statues, concrete birdbaths, fountains, animal figures, or abstract man-made sculptures. Artistic use of native rocks found on-site and unearthed during septic excavation is encouraged. Appropriate uses for native rocks include tree wells, dry-stack berms, and rock walkways. Subtle and singular art installations or sculptures may be approved at the discretion of the ACC.

3.42 Septic Tanks and Septic Fields. Septic Tanks and septic fields that are visible from any street must be installed and maintained in a natural setting, protruding no higher than twelve inches (12") from the highest point of the natural grade of the terrain on which it is located. Any system that protrudes higher than twelve inches (12") above natural land grade must be landscaped to either block the view of the system from the roadways or landscaped to create a natural setting. Framing or terracing the system in natural or dry stacked native rocks is also an acceptable option. Erosion controls should be maintained until grass is established.

3.43 Location and Screening of Utility Appurtenances (electric meters, natural gas meters, cable), Pool Equipment and Heating/Air Conditioning Units. All utility meter and appurtenances





and residential heating/air conditioning units (HVAC), the concrete slabs and pedestals associated with this equipment, pool equipment and appurtenances which are visible from any street, shall be screened by native Texas Hill Country, evergreen vegetation. Electric meters for homes must be attached to the main structure of the home. If electric meter cannot be attached to main structure of home due to electric design requirements mandated by the utility provider, the meter pedestal must be approved by the ACC prior to installation. In no event will a meter pedestal be constructed taller than 36" above ground. Owner should take steps to install landscape or masonry wall to screen meters, whether on the side of the home or in a meter pedestal, from view. Care should be taken in plant selection and installation to provide an adequate and clear working space for routine maintenance and repair access for appurtenances associated with all of the respective utility providers. The plants installed must be reasonably mature at installation to provide immediate screening. If the landscaping encroaches on the adequate working spaces required by the utility, it could be subject to trimming or removal by the utility. There is no clear working space requirement for residential HVAC units.

### 3.44 Exterior Site Lighting/Dark Sky/Light Pollution.

DECLARANT VISION. *A part of living amidst the beauty of the Texas Hill Country setting is enjoying the tapestry of stars at night. Having this ability is a "quality of life" issue for those who desire it, and a tribute to the native land.*

Permanent exterior lighting is to be minimized to avoid "light pollution" on starry nights, encourage "dark" skies, and to maintain a rural, private atmosphere for all residents. All residential lighting within George's Ranch must comply with Kendall County Order No 09-27-2021 (Regulation of Outdoor Lighting) which is included as Exhibit "D".

Any exterior lights installed must be designed to conceal the source of the light. No bare lamps shall be visible from any street or from adjoining neighbors, and floodlights are prohibited. Soffit and tree lights shall be shielded or directed toward vegetation to eliminate off-site glare and source visibility. HID, sodium, or mercury vapor yard lights are not allowed. The intent is to avoid security lights that are illuminated all night. These restrictions for permanent exterior site lighting do not apply to decorative/seasonal lighting as described in 3.40. Owners are encouraged to learn more about light pollution and proper outdoor lighting options by visiting [www.darksky.org](http://www.darksky.org).

3.45 Parking. No regular parking of automobiles or any other type of vehicle or machinery will be permitted on any street in the Neighborhood at any time. Owners may not park on the street at any time. Guests may park on the street for no longer than ten (10) hours in any twenty-four (24)-hour period, and in no cases for more than three (3) consecutive days for any length of time, without prior consent of the Board of Directors. Vehicles parked on the street must be parked entirely on the street and not on any part of the Lot or Common Area other than the street. Parking partially on the street and partially on a Lot is prohibited. Owners are responsible for seeing that their guests, tenants, and invitees comply with all governing documents and are responsible for any fines or other charges assessed due to their guest's, tenant's, or invitee's violations. Vehicles parked on Lots must not be parked on dirt or grass and must be confined at all times to garages, driveways, parking pads or improved parking spaces defined in Section 3.04 and Section 3.28.



Motorcycles, bicycles, and similar items may not be parked on balconies or patios visible from the street or Common Area and must be stored inside a residence or garage or otherwise not in view from a street or Common Area.

3.46 Ribbon Curbs/Right-of-Ways/Street Monuments: As Ownership of the roadways and road easements in the Neighborhood is private, each Owner will maintain the non-paved portions of the right-of-ways. All Owners shall work to maintain soil conservation in bar ditch areas by slowing water flow with hydro mulching native grasses or other measures in order to establish ground cover. It is the community intent to have sod or native landscaping in all the non-paved right-of-ways and bar ditches throughout the interface from the lawn to the roadway, with the interface included in the lot landscaping plan and maintained by the Owner. If a street monument is located on a Lot, the Owner must keep the landscape area adjacent to the sign neat in appearance and free of weeds. Bull rock is not permitted without prior ACC approval.

If the Declarant installs a ribbon curb, adjacent Lot Owner must install and maintain native grasses or groundcover (per the Landscape Guidelines) in the right-of-way area. If a stand up curb is installed by the Declarant, Lot Owner must place native Texas grasses to the curb. Right-of-way area must be maintained by the Lot Owner all the way to the roadway.

3.47 Mail Boxes. To maintain an uncluttered roadside appearance, no mailboxes will be allowed on any lot unless approved by the ACC.

3.48 Landscaping and Lawn Maintenance.

DECLARANT'S VISION. *George's Ranch is located on the property once owned by the namesake of Kendall County, George Wilkins Kendall. The Declarant is making every effort to pay homage to the rich history of the property.*

*The landscape goal of each homesite is to have it blend in with its neighbors and the surrounding environs. The front yard should have an amorphous, natural looking landscape that blends uniformly with the neighbor's landscape. The sod, grasses and plants should be massed and curvilinear, mimicking nature. Simply planting sod from property line to property line and creating a grid like street scene should not be the goal. The community motivation should be towards retaining the natural look and feel of the Hill Country.*

*Due to the large size of the lots in George's Ranch, homeowners are encouraged to use xeriscape oriented or drought tolerant plants, using drip irrigation when possible. Plants should either be native to Texas or adapted plants from our approved plant list. Tropical or non-indigenous plants and trees like palm trees, banana trees, bamboo, and other non-native species are not allowed. To secure a list of approved plants, trees, vines, and flowers, contact the Association's Management Company.*

All landscaping must comply with the Applicable City of Boerne Regulations (Conservation and Emergency Drought Management) which are attached to these Deed Restrictions as Exhibit E, which includes restrictions related to Conservation, Drought Management and Turf Management.



Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot (including any drainage easements platted as part of such Owner's Lot) cultivated, pruned, maintained, mowed, and free of trash, weeds, and other unsightly material. All landscaping shall follow the guidelines provided and interpreted by the ACC. It is the Owner's responsibility to secure a copy of these guidelines as well as written ACC approval prior to implementing any major landscape project and to quickly respond to landscape modifications, removal of inappropriate plants, and maintenance requests made by the ACC. Unimproved Lots will be allowed to remain in a native state if it is determined by the ACC the Lot has not been disturbed by construction activity, has established vegetation such as native grasses on the bare areas of the lot, and is not unsightly. However, the area within fifty feet (50') of the roadway must be free of invasive weeds and aesthetically pleasing, and any fire hazards such as dead timber must be removed. Any existing gravel or dirt roads must be remediated within 12 months of purchase. Landscaping shall begin within 30 days from transfer of ownership, and be completed within 60 days.

The Association may from time to time establish rules and regulations pertaining to the protection and/or treatment of oak wilt. In such event, each Owner shall meet the minimum requirements as set forth in such rules and regulations.

All landscaping must comply with this Section, as adopted or amended by the Architectural Control Committee and meet the vision of the community. However, during the Declarant Control Period, Declarant has the sole right to adopt or amend the Landscape Guidelines. All grass shall be native Bermuda. St. Augustine grass is prohibited due to its requirement for watering.

3.49 Garage Sales. Garage sales, yard sales, and estate sales of any character are not allowed under any circumstance.

3.50 Exposed Foundations. Not more than three feet (3') or thirty six inches (36") of vertical surface of exposed concrete slab shall be exposed on any portion of the Lot. If exposed slab is over thirty six inches (36"), the slab must be painted to match the exterior of the home. Required screening of foundations facing roadways is at the discretion of the ACC. Foundations should not exhibit stains from the splashing of soil due to lack of landscaping. Screening with plants is to be accomplished with initial installation, not assured growth at maturity.

3.51 Rainfall Harvesting Devices. The utilization of rainfall harvesting techniques shall be encouraged for each Lot. The rainfall harvesting technique, facilities, design, and location must be approved in advance by the ACC and must meet the requirements in the "Adoption of Rules and Regulations for George's Ranch Homeowner's Association Inc (All Neighborhoods)." The maintenance and repair of all rainfall harvesting facilities located on any Lot shall be the sole responsibility of the Owner of such Lot. Common plastic or metal cisterns and reservoirs shall be generally screened from view or may require mature plantings at installation as screening. In the alternative, any reservoir can be buried. It is preferred that the system is clad in a material that complements the home.

3.52 Retaining Walls and Decorative Rock Features. The ACC may require the construction of retaining walls on each Lot, the location of which shall be determined by the ACC in its sole and absolute discretion. Retaining walls should be constructed with randomly sized native limestone,



common field stone, rough cut limestone in random sizes, masonry materials that match the façade of the home or large boulders or stone slabs that blend into the landscape. If quarried stone is selected, it should match the masonry pattern of the home. \*\*Railroad ties, CMU blocks, and concrete are not allowed as retaining wall materials unless clad in stone as described above. Large limestone known as butter blocks may be used for taller walls. Retaining walls not visible from any street may be constructed with landscape timbers or other ACC approved material which is structurally engineered to withstand the weight and load of the specific retaining wall. The maintenance and repair of any retaining walls, including retaining walls that are constructed in whole or in part in the private street right-of-way, shall be the sole obligation of the Owner of the Lot on or adjacent to which the retaining wall is located. This does not apply to walls constructed by Declarant during road construction which will be maintained by the Association. The Owner's failure to maintain any retaining wall located upon the Owner's Lot in good repair shall be a violation of this Declaration, subject to the Association's and Declarant's powers of enforcement granted by the Declaration. Any rock features or walls installed by Declarant regardless of location may not be removed or altered without ACC or Declarant approval in writing.

3.53 Gate Closure. The Declarant, the HOA and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within George's Ranch. Each Owner is solely responsible for his own person and property, and assumes all risks for loss or damage to same. The Declarant, the HOA, and their respective directors, officers, committees, agents, and employees have made no, and hereby disclaim all, representations and warranties relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within George's Ranch. Specifically, and not by way of limitation, any controlled access gates within George's Ranch are not security devices, and each Owner is expressly deemed to have accepted all risks to person and property as a result of any use and/or ingress and egress through any controlled access gate. Neither the Declarant, the HOA nor their respective directors, officers, committees, agents, and employees is liable for any loss or damage by reason of failure to provide security, the effectiveness of security measures undertaken, or the use of any controlled access gates within George's Ranch. Any community-controlled access gate(s) may remain open at any or all times until such time as the permanent, twenty-four (24)-hour closing of the gate(s) is deemed appropriate by the Declarant and/or the Association based on the percentage of occupied homes in the community. Gates may also be closed at night only if deemed appropriate by the Declarant and/or the Association.

### 3.54 Wildlife/Undeveloped Areas.

George's Ranch is located in one of the last remaining Hill Country environs in close proximity to a major metropolitan area. In an effort to tread lightly on the land and retain its beauty and character, we have integrated a policy of openness to protect the magnificent views and encourage wildlife. As a result, residents can expect to encounter many types of wildlife, including but not limited to deer, turkey, armadillos, snakes, coyotes, and feral hogs. When landscaping, this must be taken into consideration and certain steps followed to discourage plant damage. The use of native Hill Country plants and grass will help discourage pesky animals. Routine maintenance, including pesticides to control grub worms, will reduce the chances of feral hogs and armadillos rooting the lawn and beds. When necessary, trapping is allowed.



Periodically, the Declarant engages the services of professionals to manage wildlife population levels on the undeveloped portions of George's Ranch. Therefore, hunting activities may occur from time to time in connection with those services and residents and their guests are advised not to trespass into these areas. Access to or use of any area outside of the existing, developed portions of George's Ranch is strictly prohibited.

### 3.54 Address Monuments.

*DECLARANT VISION. Declarant encourages artful and creative designs in constructing a unique address monument for the residence. Address monuments also promote necessary information for Kendall County Emergency Services. Preferred materials include limestone boulders or blocks, native stone, Corten, steel or masonry materials that match the façade of the home.*

Each home will need an address monument on its Lot near the street. The property Owner is also responsible for ensuring that the address is easily visible from the street. Only metal, steel or engraved addressed shall be permitted on the address monument. Plastic or adhesive backed letters are not permitted for use. Markings that reflect specific builder brand or identity are not permitted. See the Declarant idea board for suggestions on the Address Monument on Exhibit G.

3.56 Model Homes. Plans and locations for all model homes, as well as hours of operation, site plan, and length of occupancy must be approved by the ACC prior to initialization.

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

3.58 Sex Offenders/Criminal Record Prohibited. (a) No person may reside on any Lot, or in any home, in the Neighborhood if they are registered as a sex offender on any state, local, or other governmental list or registry ("Offender"). This applies to homeowners, family members of homeowners, tenants, and any other person residing in the community as a permanent or temporary resident for more than three (3) days in any one (1) month. Any Offender found to be residing in the Neighborhood, and any Owner of a Lot permitting an Offender to reside in the Neighborhood, will be subject to fines, assessments on their Lot, and any other enforcement action permitted by law or these Restrictions.

If any person residing in the Neighborhood is, or becomes, an Offender, the Owner of the Lot must, within five (5) days after receipt of notice from the Declarant or Association, cause the Offender to be relocated out of the Neighborhood.

A violation of this provision will give rise to the following rights (but will impose no obligation on the Association) of the Association and Declarant: (1) the right of injunction to enforce this provision; and (2) if the Offender is a Lot Owner, or the Lot Owner fails or refuses to evict an Offender residing on their Lot, the right to require a sale of the Lot and all Improvements to the Declarant or Association, at Declarant or Association's option, at one hundred percent (100%) of



the county tax appraisal value of the Lot and Improvements; (3) if the Offender is not a Lot Owner, the right to evict, or cause the eviction, of the Offender. In this regard, the Association shall be deemed an “aggrieved party” for eviction suit purposes, and the Association shall be entitled to possession (i.e., dispossession of the particular offending person) of the dwelling subject to the condition that if the Association does recover possession in an eviction suit, the Association shall upon execution of a writ of possession immediately relinquish possession of the dwelling to the dwelling’s Owner and shall not enter the dwelling. The Owner will be responsible for all costs associated with such eviction; and (4) all other rights under this Declaration and other law. Any one or more of these remedies may be used in combination with another; any judicial ruling on the enforceability of one or more of these remedies shall not cause invalidation of this Section or limit any legal remedies available to the Declarant or the Association.

3.59 Domestic Pets. A maximum of four (4) dogs or cats (domestic pets), exclusive of unweaned offspring, will be allowed on any Lot. No animal shall be allowed to roam or run at large, to make an unreasonable amount of noise, or to become a nuisance. Enclosed dog runs and doghouses must be behind the primary residence and not readily visible from roadways. Owners are responsible for picking up after their pets when walking outside their own property, and for keeping their property reasonably sanitary and free of odor and waste. No horses, poultry, cattle, swine (including pot-bellied pigs), sheep, goats, birds, or any wild animals shall be permitted, nor shall any cattle feeding, fowl feeding, or other feed lot or commercial operations, expressly including commercial kennels.

3.60 Leasing.

**IMPORTANT NOTE TO OWNERS AND TENANTS:**

**The purpose of these leasing restrictions is to help ensure the right to peaceable enjoyment of the community by all residents, tenants, Owners, and other occupants. It is important that all Owners who desire to lease their property read and follow these restrictions to avoid inadvertent violation.**

**The leasing restrictions follow. Among the more important provisions are:**

- \*All leases must be in writing; 6 – month minimum lease term**
- \*Copies of all fully executed lease documents must be provided to the Association prior to any occupancy by tenants or other occupants living with tenant**
- \*Prior to leasing, criminal background checks must be performed by the Owner on all prospective tenants and occupants. Owners should use their own legal judgment in determining criminal history disqualifications, but registered sex offenders are NOT allowed to be occupants in George’s Ranch, per the deed restrictions.**
- \*Tenants must comply with all governing documents of the Association**
- \*Owners are responsible for any violations by tenants, occupants, or their guests**

- A. Definition of Leasing. A Lot is deemed “leased,” and its occupants deemed “tenants,” for purposes of this Section 3.60 and other leasing-related provisions in the governing documents, except when: (i) the Lot is occupied by the Owner, (ii) the Lot is occupied by a person immediately related to the Owner by blood, marriage or adoption, (iii) the Lot is vacant, or (iv) title to the Lot is held by a corporation, trust, partnership, or other





legal entity, with the primary purpose of providing occupancy to the current long-term occupant. This definition applies irrespective of whether there is a written agreement between the Lot Owner and the occupant(s) or whether any financial consideration has been provided for the right of occupancy.

B. General Lease Conditions; advertising. The leasing (including subleasing) of Lots is subject to the following general conditions:

1. no Lot may be rented for transient or hotel purposes or for an initial lease term of less than 6 months, except that the Board shall have the sole discretion on a case-by-case basis to grant prior written consent for a shorter lease term;
2. no Lot may be subdivided for rent purposes, and not less than an entire home may be leased;
3. the maximum occupancy for leased Lots is one person per bedroom, except that the maximum occupancy for Lots leased to tenants who legally constitute a family under federal Fair Housing laws is two persons per bedroom plus one child 2 years of age or younger per bedroom;
4. all leases must be in writing and must be made subject to the governing documents;
5. an Owner is responsible for providing his tenants with copies of the governing documents and notifying them of changes thereto; Owners are responsible for all governing documents violations by their tenants, occupants, or their guests;
6. each tenant is subject to and must comply with all provisions of the governing documents, federal and State laws, and local ordinances;
7. **an Owner must provide the Association a complete and legible copy of the fully executed lease prior to occupancy by a tenant;**
8. **No Owner may advertise the lease of any Lot for a term of less than the minimum lease term.** All advertisements for the lease of a Lot must clearly state that the minimum lease term required by this Section 3.60 (or any longer term the Owner wishes to apply). Daily or weekly rates (or any rate less than monthly) may not be advertised. Fines will be assessed for any violation of this rule, regardless of whether the advertised Lot is actually leased for a period of less than the minimum lease term.

C. Screening of Tenants and Occupants; Proof of Screening. Prior to leasing to anyone or allowing anyone except the Lot Owner, or an individual related to the Owner by marriage, blood or adoption, to occupy a Lot, an Owner must assess the criminal background of potential occupants and without limitation obtain a report based upon Texas Department of Public Safety criminal history and sex offender searches both for the named tenants/occupants under the lease and all unnamed persons whom the Owner knows, or comes to know, are occupying or will occupy the leased Lot. (Criminal reports may be purchased from the DPS website at [www.txdps.state.tx.us](http://www.txdps.state.tx.us)). *If a Lot is being leased at the time of the adoption of this Section 3.60, the Owner must perform the due diligence outlined above within 15 days of being sent a notice of the adoption of this provision. An Owner must provide proof of screening within three*



**days of a request from the Association. Owners should consult their own attorneys in determining criminal history disqualifications, but to the maximum extent allowed by law, sex offenders who are required to register as such with the Texas Department of Public Safety are not allowed to be occupants in George's Ranch, per the deed restrictions.**

- D. Eviction of Tenants. Every lease agreement on a Lot, whether written or oral, express, or implied, is subject to and is deemed to include the following provisions:
1. Violation Constitutes Default. Failure by the tenant or his invitees to comply with the governing documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the tenant, subject to the terms of this paragraph.
  2. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the governing documents by the Association, each Owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the governing documents against his tenants, including but not limited to the authority to institute forcible detainer proceedings against his tenant on his behalf, provided the Association gives the Owner at least 10 days' notice, by certified mail, of its intent to so enforce the governing documents.
  3. Association Not Liable for Damages. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the governing documents against his tenant, including attorney's fees, and including costs of any eviction. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the governing documents against the Owner's tenant.

#### **IV. THE ASSOCIATION**

4.01 Organization. The Association is a Texas non-profit corporation.

4.02 Membership. Upon becoming an Owner of a Lot, a person shall automatically become a member of the Association, so long as he remains an Owner. Membership in the Association is mandatory, appurtenant to, and shall run with the Ownership of the Lot that entitles the Owner thereof for membership. Membership in the Association may not be severed from the Ownership of a Lot or in any way transferred, pledged, mortgaged, or alienated except together with the fee simple title to said Lot. Declarant is a member of the Association. Property Owners in George's





Ranch are also members of the Association, in accordance with the covenants and restrictions specifically imposed on those Neighborhoods. Declarant may add additional Neighborhoods to the George's Ranch development and to the Association.

#### 4.03 Voting Rights and Registration.

A. Classes of Membership. The Association has two classes of membership:

(1) Class "A": Class "A" members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(2) Class "B": The Class "B" member shall be Declarant, its successors, and assigns, which shall be entitled to four (4) votes for each one vote held by any Class A member within the Property. The Class "B" membership ceases and converts automatically to Class "A" Membership when all the Property is sold to someone other than the Declarant or when the Declarant voluntarily converts its membership to Class "A" membership by executing and filing a Statement of Conversion to Class "A" membership in the Kendall County real property records.

(3) Notwithstanding the voting rights described in this Section 4.03(A), and subject to statutory requirements, Declarant shall have the right to appoint all Board members until the termination of the Declarant Control Period, and Declarant shall have the right to appoint a majority of the Board members for so long as Declarant owns any of the Property (all as further described in the Bylaws). The remaining board members not elected or appointed solely by Declarant shall be elected by the Voting Representatives as further described herein and in the Bylaws.

B. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class "A" Member shall be exercised by the majority vote of the Voting Representatives representing the Neighborhood, as provided herein and further described in the Bylaws. (For example, if there are 150 Lots in the Neighborhood not owned by the Declarant, that Neighborhood's Voting Representative(s) (if more than one, by majority vote of the Voting Representatives of the Neighborhood) will determine how the 150 votes are cast. The Voting Representatives may cast all such votes as they, in their discretion, deem appropriate; provided, unless the Board otherwise permits, the Voting Representative shall cast all of the votes which they are entitled to cast as a block and shall not split the votes.

C. Neighborhoods. Every Lot shall be located within a Neighborhood as described in Article I. Due to the number of Lots anticipated to be developed in George's Ranch, the governing documents provide for a representative system of voting. Subject to the terms herein, Owners of Lots within each Neighborhood shall elect Voting



Representatives to cast all Class "A" votes attributable to their Lots on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. Voting Representatives shall be elected for a three (3)-year term. However, after the Declarant Control Period has ended, the Owners in the Neighborhood, by majority vote of Owners present and voting in person or by proxy, may alter the term of the Voting Representatives as necessary to accomplish staggered terms for the Voting Representatives (but after such staggering is in place, all future terms shall be three years).

Until such time as the Declarant first calls for election of, or appoints, Voting Representative(s) for any Neighborhood, the Owners within each Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a membership vote under the Declaration, Bylaws, Rules, or other governing documents.

After the first election of Voting Representatives from a Voting Representatives Neighborhood thereafter, the Board shall call for an election of Voting Representatives for each Voting Representatives Neighborhood as necessary (for example, if all Voting Representatives have a non-staggered three year term, meetings for election need only be called every three years) either by written ballots cast by mail, computer, and/or at a meeting of the Class "A" Members within such Voting Representatives Neighborhood, as the Board determines. Upon written petition signed by Class "A" Members holding at least 20% of the votes attributable to Lots within any Voting Representative Neighborhood, the election for that Voting Representative Neighborhood shall be held at a meeting. During the Declarant Control Period, the Declarant shall have sole authority to nominate Voting Representatives for election. After the Declarant Control Period, Voting Representatives may be nominated by the Board, a nominating committee which the Board may appoint, or from the floor at any meeting at which such election is to be held.

The presence, in person or by proxy, or the filing of ballots by Class "A" Members representing at least 20% of the total Class "A" votes attributable to Lots in the Voting Representative Neighborhood shall constitute a quorum at any such neighborhood meeting or election.

For any Voting Representative Neighborhood vote, including a vote to elect Voting Representatives, each Class "A" Member shall be entitled to one equal vote for each Lot which such Owner owns in the Voting Representative Neighborhood. The candidates who receive the greatest number of votes for Voting Representatives shall be elected as Voting Representatives. The Voting Representative shall serve a term of three years and until their successors are elected.

Any Voting Representative may be removed, with or without cause, by the Declarant during the Declarant Control Period or upon the vote or written petition of Owners of a majority of the total number of Lots owned by Class "A" Members in the Voting Representatives Neighborhood. In the event that the position of a



Voting Representative becomes vacant (due to removal, sale of a Lot, death, resignation, or otherwise), his or her successor shall be appointed by majority vote of the remaining Voting Representatives for that Voting Representatives Neighborhood. Replacements appointed in this manner shall serve out the remaining term of the person they replaced. However, during the Declarant Control Period, any replacement appointed must first be approved by the Declarant in writing.

- D. Registration with the Association. In order that the Association can properly determine voting rights and every Lot purchase and every Owner and resident of the Property with these Restrictions and the day-to-day matters within the Association's jurisdiction, each Owner and resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, resident and any fiduciary for same; (b) the business address, and telephone number of each resident; (c) the description and license plate number of each automobile owned or used by a resident and brought within the Property; (d) the name, address and telephone numbers of other local individuals who can be contacted (in the event the resident cannot be located) in case of an emergency; and (e) such other information as may be reasonably requested from time to time by the Association. In the event any Owner or resident of the Property fails, neglects, or refuses to so provide, revise, and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner and resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

4.04 Powers and Duties of the Association. The Association shall have all the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in this Declaration or the Certificate. The Association shall further have the power to do, perform, and delegate any and all acts which may be necessary, desirable, or proper for or incidental to the exercise of any of the powers expressly granted to it by the laws of Texas or by this Declaration. Except where expressly provided to the contrary by this Declaration or by other applicable law, all management and decision making of the Association shall be by the Board. Without in any way limiting the generality of the three (3) preceding sentences, the Association (acting through the Board) shall have the following powers and responsibilities:

- A. Assessments and Collections. The Association shall levy and collect Assessments. In furtherance of its duty and authority to collect Assessments and other sums due the Association, the Board may establish payment policies, set due dates, impose and enforce penalties (including late fees and collection fees), and take all other lawful action necessary or appropriate for collection of Assessments and all other sums owed to the Association.



- B. Rules and Bylaws. The Association may promulgate, amend, repeal, and/or reenact the Bylaws and such rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use, occupancy, and preservation of Association property. The Board may adopt Rules for the purpose of administering the Association and obtaining compliance by Owners and their family, guests, invitees, and tenants with the Declaration, the Bylaws, and the provisions of any other law or applicable rule.
- C. Records. The Association shall keep books and records of the Association's affairs and make such books and records, together with current copies of the Restrictions, available for inspection by the Owners, and/or other properly interested persons upon reasonable request, during normal business hours.
- D. Professional Services. The Association may retain and pay for management, legal, accounting, engineering, and other professional services necessary or proper in the operation of the Association.
- E. Contracts; Property Ownership. The Association may enter into contracts and may acquire, own, lease, and dispose of all manner of real and personal property on such terms as the Board shall in the exercise of reasonable business judgment deem advisable, provided, however, that a majority vote of all Voting Representatives is required to sell any Common Area.
- F. Change in Lot Lines and Utilities. The Board shall have the power to approve, on behalf of the Association, any replatting or relocation of lot lines or utilities for Lots and the Neighborhood.
- G. Discretionary Enforcement. If an Owner or other person with standing complains of a violation of the Declaration or Bylaws, and the Board determines that the alleged violation is of doubtful character and/or of such limited scope or impact as not to warrant the expenditure of Association funds, the Board may decline to enforce such violation and leave enforcement to the complaining party.
- H. Frivolous Complaints. The Association shall not be required to expend time or other resources on patently frivolous, unmeritorious, or harassing complaints; and the Association may recover all of its costs, including reasonable attorney's fees, for responding to or defending against such complaints/requests.
- I. Self-help remedies; Maintenance and Repair Duties. If, in the opinion of the Association, the Owner or occupant is failing in any duty or responsibility of the governing documents, including maintenance and repair duties outlined in Section 3.07 or elsewhere in the Declaration, Bylaws, Rules or other governing documents, then the Association may give the Owner (and may in its discretion also provide a copy to any occupant), written notice of such violation(s). Notice may be given via mail, overnight mail, email, or fax. The Owner must, within five (5) days of the date of such notice, cause such violation(s) to be cured, including as applicable



undertaking the care and maintenance required to restore the Lot, Improvements, or both, to a safe, clean, properly functioning, and attractive condition.

If the Owner fails to fulfill this duty after such notice, then the Association or the Association's managing agent on behalf of the Association, shall have the right and power, but not the obligation, to cure any violation(s), and the Owner shall be liable for the cost of any such work and shall promptly reimburse the Association for the cost thereof. Such costs shall constitute a lien on the Lot on which the work was performed and shall be enforceable as any other assessment lien in the manner provided for in the Declaration. These self-help remedies are in addition to any other available remedies including without limitation fining or other enforcement action. The Association's managing agent, Association attorney, or other authorized agent of the Association is granted authority to conduct self-help remedies on behalf of the Association, in accordance with any procedure described in this Declaration or other governing documents.

- 4.05 Rights and Remedies. The Association shall have the power and authority, in its own name and on behalf of itself and the Owners, to commence, maintain, or defend legal actions to enforce or construe the Declaration or Bylaws or its actions or to restrain and enjoin any breach or threatened breach of the Declaration or Bylaws. The Association shall have the right to file liens, file and defend suits for injunctive relief, damages, and/or other relief on behalf of the Association and/or the Owners or the Board. Relief includes, without limitation, removal or modification of any improvement constructed or modified in violation of the Declaration. The Association is also authorized to settle claims, enforce liens, and take all other action that it deems necessary or reasonable and expedient to enforce the Declaration or Bylaws and/or to perform the duties of the Association or the Board set forth in the Declaration, Certificate, or Bylaws. Except where expressly provided to the contrary by this Declaration or by other applicable law, all management and decision making of the Association shall be by the Board. The Association may enforce all duties and obligations now and/or hereafter imposed by the Declaration or the Bylaws by all lawful means, including without limitation the following:
- A. Collection Charges. The Association may assess late charges and collection charges for late payment of amounts due the Association hereunder, and returned check charges for each returned check until acceptable payment is received. These charges shall not exceed any maximum charge permitted under applicable law.
  - B. Attorney's Fees. If a delinquent account or other violation is turned over to an attorney, the delinquent Owner shall be liable for all costs and attorney's fees incurred by the Association in collection, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing or interpreting the rules and policies of the Association, the Declaration, and Bylaws. All such sums shall be a continuing lien and charge upon the delinquent Owner's Lot(s), as well as the personal obligation of said Owner; and this obligation may be enforced in the same manner and to the same extent as provided herein for Assessments.
  - C. Application of Payment. To the maximum extent allowed by law, without notice and regardless of notations or instructions on checks or otherwise, the Association may



apply payments made to non-assessment items first, may apply payments to the most delinquent balance, or any method of application deemed appropriate by the Association.

- 4.06 Rules and Policies. The Declarant, and after the Declarant control period the Board of Directors, shall have wide latitude in adopting and implementing rules governing the appearance and use of Lots and in establishing policies for enforcement of the Declaration and Bylaws.

## **V. ASSESSMENTS**

- 5.01 Covenant to Pay Assessments. Each Owner of a Lot, excluding Declarant owned lots and Common Area Lots, hereby covenants and agrees to pay to the Association all fees, assessments and costs set out in the Declaration, Bylaws, Rules or other governing documents, including but not limited to; (a) Regular Assessments (as defined in Section 5.03 hereof), (b) Special Assessments (as defined in Section 5.05 hereof), (c) Neighborhood Assessments (applicable only as defined in Section 5.06 hereof), (d) late charges, collection costs and attorney's fees (as specified in Section 5.07 hereof), and (e) all amounts set out in Section 4.05, and transfer fees, fines, damage assessments, attorney's fees, other amounts as set out in Section 4.06 above for each Lot that he/she owns, and any other amount owed under the governing documents (including Bylaws, Rules, or otherwise). All such Assessments and charges shall be established and collected from time to time as herein provided. Each Owner further covenants to pay to the Association reasonable attorney's fees, costs of court, other costs, and expenses incurred in connection with enforcement or defense of these Restrictions or collection of Assessments.

Declarant may but shall have no duty to supplement the budget of the Association by providing funds to the Association.

- 5.02 Purpose of Assessments. The Board shall set and levy Assessments, as needed, for the purposes of (a) promoting the comfort, health, safety, and welfare of the Owners, and the Property, (b) enforcing and defending this Declaration, the Association, the Board, its rules and policies and the Bylaws, and (c) promoting the purposes of the Association as stated herein or as provided in the Certificate or Bylaws.
- 5.03 Regular Assessments. There shall be a Regular Assessment set by the Board applicable to all Lots in the Property (except Common Area lots and lots owned by the Declarant) and payable in an equal amount by all Lots. The Board is required to use good faith efforts in budgeting in order meet Association needs (including maintenance of Common Area, including boulevards, Private Roadways, Private Roadway Easements, entry improvements and landscaping and any community amenities existing or hereafter constructed, regardless of whether such improvements are located in a controlled-access (for example, privately-gated) area); administrative costs; insurance costs; and all other costs necessary or appropriate in the Board's discretion). The Board may adjust Regular Assessment from time to time. The due date of Assessments shall be paid either monthly, quarterly, or semi-annually at the discretion of the Board. An Owner is obligated to pay





Assessments regardless of whether the Owner actually receives a bill, invoice, or other notice of any such Regular Assessment.

- 5.04 Adjustments to Regular Assessments: The Board may, at its discretion, adjust the Regular Assessment (as defined in Section 5.03) by up to 15 percent per year without authorization of the Owners, and may cumulate said increase over the years if the maximum increase is not made each year. Any adjustment of these fees greater than 15 percent per year (cumulative) must be authorized and approved by a 2/3 vote of the Voting Representatives.
- 5.05 Special Assessments. In addition to the Regular Assessments authorized herein, the Association may, by vote of the Board, may set and levy Special Assessments (“Special Assessments”) in order to conduct any of the purposes of the Association or otherwise to benefit the Association. The due date(s) and delinquent date(s) of any Special Assessment under this Section shall be fixed by the resolution authorizing such Special Assessment. Special Assessments shall be assessed equally on all Lots other than Commercial Lots. Special Assessments payable by Commercial Lots shall be determined on the same basis as Regular Assessments for Commercial Lots, namely: Acreage of individual Commercial Lot / Total acreage subject to declaration • total amount of Special Assessment.
- 5.06 Neighborhood Assessments<sup>a</sup>. A “**Neighborhood**” for purposes of a Neighborhood Assessment means a group of Lots designated as a separate Neighborhood pursuant to the terms of this Declaration, for purpose of receiving benefits or services from the Association which are not provided to all Lots. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Lots. A Lot may be assigned to more than one Neighborhood for purposes of additional services provided. All costs associated with the provision of the benefits or services outlined in the Notice of Neighborhood Designation, and at the Board’s option, a reasonable administrative charge in such amount as the Board deems appropriate, will be assessed against each Lot within the Neighborhood. All costs shall be assessed equally against all Lots in the Neighborhood.

Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Neighborhood, reflecting the estimated costs of providing the benefits and services to the Neighborhood, as described in the Notice of Neighborhood Designation (plus an administrative fee in the board’s discretion). The total amount of all estimated Neighborhood expenses for the year will be allocated equally among all the Lots in the Neighborhood and levied as a Neighborhood Assessment. All amount collected by the Association as Neighborhood Assessments will be held and expended solely for the benefit of the Neighborhood for which they were collected and will be accounted for separately from the Association’s general funds. Neighborhood Assessments shall be paid either monthly, quarterly, or semi-annually at the discretion of the Board. An Owner is obligated to pay a Neighborhood Assessment regardless of whether the Owner actually receives a bill, invoice, or other notice of any such Neighborhood Assessment.

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<sup>a</sup> Private Roadways and Private Roadway Easements are not funded through Neighborhood Assessments but rather through regular assessments. See §5.03.



- (A) Neighborhood Designation during Declarant Control Period. A Neighborhood may be designated during the Declarant Control Period only by the Declarant's filing of record in the Kendall County Official Public Records a Notice of Neighborhood Designation, cross referencing this Declaration, and meeting the requirements of this Section 5.06. Affected Lots, and benefits or services to be provided to a Neighborhood shall be described in the Notice of Neighborhood Designation, and such benefits or services may include items such as landscaping, courtesy patrols, security monitoring, or any other benefit or service, including an enhanced level of already-provided services. During the Declarant Control Period, Declarant shall have the exclusive right to amend any Notice of Neighborhood Designation, and may unilaterally amend any Notice of Neighborhood Designation, including adding, removing, or altering benefits or services to be provided to a Neighborhood pursuant to a Notice of Neighborhood Designation. The cost and administrative charges associated with the benefits and services will be assessed against the Lots within the Neighborhood as a Neighborhood Assessment.
- (B) Neighborhood Designation after the Declarant Control Period. After the Declarant Control Period, any group of Owners may petition the Board to designate their Lots as a Neighborhood for purposes of additional benefits and services, such potential benefits and services as further described in subsection (A) above. Upon receipt of a petition signed by Owners of a majority of Lots within the proposed Neighborhood, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Neighborhood of such terms and the estimated charge to be made therefore, and shall propose a Notice of Neighborhood Designation in a form described in subsection (A) (including a description of affected Lots and the benefits and services to be provided.) Upon written approval of the Notice of Neighborhood Designation by at least 67% of all Lots within the proposed Neighborhood, the Association will file the Notice of Neighborhood Designation of record and provide the requested benefits and services on the terms set forth in such notice. The cost and administrative charges associated with the benefits and services will be assessed against the Lots within the Neighborhood as a Neighborhood Assessment.
- (C) Amendment to Neighborhood status, benefits, and services. During the Declarant Control Period, Declarant shall have the sole authority to amend any Notice of Neighborhood Designation. After the Declarant Control Period, a Notice of Neighborhood Designation may be amended only by approval of at least 67% of all Lots within the Neighborhood.

5.07 Late Charges, Collection Costs, and Attorney's Fees. If any Assessment or any other amount due under the Declaration, Bylaws, Rules, or other governing documents, is not



paid before becoming delinquent, the Owner responsible therefore may be required to pay a late charge at such rate as the Board may designate. Each Owner shall also be liable for payment of all costs, fees, and expenses, including returned check charges, reasonable attorney's fees, and recording fees incurred in collection of Assessments and/or other sums owed by the Owner to the Association or in otherwise enforcing the Declaration, Bylaws, Rules, or other governing document. Said charges and fees shall be both an obligation of the Owner and the Lot(s) owned by such Owner, running with the land, collectible in the same manner as herein provided for collection of Assessments. An Owner's non-receipt of a statement or other notice that Assessments are due shall not be a defense to the imposition of late charges and other costs of collection, including Attorney's fees.

5.08 Lot Consolidation, Replatting. No combination, consolidation, or replatting of Lots is allowed.

5.09 Violations of Covenants and Restrictions:

- A. Non-assessment items first. To the maximum extent allowed by law, all monies received from an Owner may be applied first to obligations of the Owner, other than Assessments, such as fines, late charges, returned check charges, attorney's fees, user fees, damages, etc., regardless of notations on checks and transmittal letters.
- B. The Declarant, or after the Declarant Control Period, the Board, may adopt rules for deed restriction enforcement including fining rules for violation of the Declaration, Bylaws, rules, or other governing document. Owners shall be liable for all violations committed by their co-residents, guests, invitees (including contractors), or their tenants or their guests or invitees (including contractors). The Board may authorize the association's managing agent or other authorized representative to conduct deed restriction enforcement actions.

5.10 Enforcement. The Association may assess the Owner's account for any damages caused by the Owner, or the Owner's residents, tenants, guests, or invitees. The Owner may be held responsible for all enforcement costs, including attorney's fees, to the maximum extent allowed by law, regardless of whether suit is filed. If an Owner, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the Restrictions set forth in this Declaration, in addition to all other available remedies it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such Restrictions. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners; thus, the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. Neither the ACC, Association, or Declarant shall be charged with any affirmative duty to police, control or enforce the



terms of this Declaration and these duties shall be borne by and be the responsibility of the Owners.

## **VI. LIABILITY AND INDEMNITY**

6.01 Liability of Association Representatives. Association directors, officers, employees, and ACC members (collectively the "Association Representatives") shall not be liable to any Owner or other person claiming by or through any such person for any act or omission of such Association Representative in the performance of his/her Association duties unless such act or omission (a) is an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, or (b) involves a transaction from which an Association Representative receives an improper personal benefit, whether or not the benefit resulted from an action taken within the scope of the Association Representative's office/position, or (c) is conduct for which the liability of the Association Representative is expressly imposed by a statute.

6.02 Indemnification. The Association shall indemnify and hold harmless every past and present Association Representative from all costs, expenses, fees (including attorney's fees), liabilities, claims, demands, actions and proceedings, and all expenses associated therewith unless such indemnity would contravene the provisions of this Declaration or Texas statute. Such indemnification payments shall be a common expense of the Association. This indemnity shall extend to all expenses (including attorney's fees, judgments, fines, costs of court, other costs and amounts paid in settlement) actually and reasonably incurred by such person in connection with such proceeding if it is found and determined by the Board or a court that such person: (a) acted in good faith and in a manner which such person reasonably believed to be consistent with the best interests of the Association, or (b) with respect to any criminal action or proceeding, had no reasonable basis to believe such conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person breached the immediately preceding requirements. The Board may purchase and maintain insurance on behalf of any person who is or was an Association Representative against any claim asserted against or incurred by such person in any such capacity or status, whether or not the Association would have the power to indemnify such person against such liability. The premium for such insurance is a common expense, and the Board of Directors is authorized and directed to modify the Association's Certificate and Bylaws to the extent necessary to facilitate the purchase of such insurance.

6.03 Amendment of Liability and Indemnity Provisions. Notwithstanding any other provision in this Declaration, the Board may amend this Article 6, without the concurrence of the members or Mortgagees, in order to conform to changes in applicable law.

## **VII. MISCELLANEOUS**

7.01 Construction. This Declaration shall be liberally construed to promote its express and implicit purposes. 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 or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in



construing this Declaration. 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 Sections hereof.

7.02 No Warranty of Enforceability. While Declarant has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. **Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant, and its respective successors and assigns, harmless therefrom.**

7.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration and the rules and policies set out by the Board. Failure to comply with any part of this Declaration may give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

7.04 Lien for Enforcement. All sums due under this Declaration, the Bylaws, Rules, or other governing documents shall be a continuing lien and charge upon the subject Lot(s) as well as the personal obligation of the Owner and his/her successors in interest. The aforesaid lien shall be superior to all other liens and charges against said Lot, except only for ad valorem tax liens and any amount unpaid on a first mortgage lien of record encumbering the Lot. To evidence the aforesaid lien, the Association or Declarant may prepare a written notice of lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by an Association representative or the Declarant and may be recorded in the office of the Kendall County Clerk. Such lien shall automatically attach upon the filing of this Declaration with the priority set forth above, and the Association or Declarant may thereafter institute suit against the subject Owner personally and/or for judicial or non-judicial foreclosure of the aforesaid lien. The Association is hereby granted a power of sale for such foreclosure.

7.05 Amendment. The Declarant shall have the sole right to amend this Declaration as long as Declarant owns any of the Lots in the Neighborhood or any of the Property. After the Declarant no longer owns any of the Property, the Declaration may be amended by a three-fifths (3/5) vote of the Voting Representatives for the Neighborhood. However, if the Declaration amendment affects or has the potential to affect lots other than Lots in the Neighborhood (for example, if language regarding Regular Assessments is to be amended), at least a seventy-five percent (75%) vote of all Voting Representatives for all Neighborhoods is required. No amendment shall be effective until it has been recorded in the Official Record of Kendall County, Texas. Either the Declarant or a simple majority of the Voting Representatives for the Neighborhood may amend this Declaration for the sole and strictly limited purpose of making this Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies. Declarant shall also have the unilateral right at any time to amend this Declaration for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein. Any amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, the



other declarations affecting the Property and shall not materially impair or affect the vested property rights of any Owner or his/her mortgagee.

7.06 Governmental Requirements. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Owner, including on behalf of Owner's builder and contractor, assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to any promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and for the responsibility of ascertaining and complying with any regulations, rules, rulings, and determinations of the Texas Water Development Board and Texas Water Commission, related to each Lot. The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Owners comply with all governmental regulations. Each Owner on behalf of Owner's builder and contractor, by acceptance of a deed to a Lot, agrees to hold harmless and indemnify Declarant and Association all costs, loss, or damage, including attorney's fees occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

In the event Governmental Requirements differ from requirements of the Association's governing documents (including the Declaration, Bylaws, rules (including Landscape Guidelines), the more restrictive provision shall control.

By acceptance of a deed to a Lot, each Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner has been given five (5) days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

[SIGNATURE PAGE FOLLOWS]





IN WITNESS WHEREOF, the undersigned has executed this Declaration on this 31<sup>st</sup> day of January, 2024.

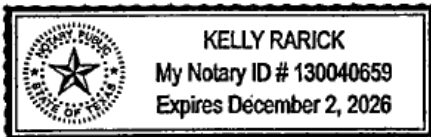
LOOKOUT DEVELOPMENT GROUP, L.P.  
A TEXAS LIMITED PARTNERSHIP  
By: The Lookout Group, Inc.,  
Its General Partner

By: [Signature]  
Michael Siefert, President

STATE OF TEXAS

COUNTY OF KENDALL

This instrument was acknowledged before me on the 31<sup>st</sup> day of January, 2024 by Michael Siefert, President of The Lookout Group, Inc., the general partner for Lookout Development Group, L.P.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires: 12-2-2026  
Printed Name: Kelly Rarick

AFTER RECORDING RETURN TO:  
Mike Siefert  
Lookout Development Group, LP  
1001 Crystal Falls Parkway  
Leander, TX 78641



## **EXHIBIT A**

### **Legal Description – George's Ranch Unit 1**

George's Ranch Unit 1, a Residential Subdivision, Filed for Record in the Official Records of Kendall County, Texas, on 10/27/2023 at 10:40:45 AM in the Plat Records Georges Ranch Doc Number 2023-384423.



## **EXHIBIT B**

### **George's Ranch Concept Plan**



George's Ranch, Unit 1				
Adeline Homesites				
Block	Lot		Block	Lot
1	1		2	1
1	2		2	2
1	3		2	3
1	4		2	4
1	5		2	5
1	6		2	6
1	7		2	7
1	8		2	8
1	9		2	9
1	10		2	10
1	11		3	1
1	12		3	2
1	13		3	3
1	14		3	4
1	15		3	5
1	16		3	6
1	17		3	7
1	18		3	8
1	19		3	9
1	20		3	10
1	21		3	11
1	22		3	12
1	23		3	13
1	24		3	14
1	25		3	15
1	50		3	16

George's Ranch, Unit 1 The Homestead Homesites				
Block	Lot		Block	Lot
3	22		6	1
3	23		6	2
3	24		6	3
3	25		6	4
3	26		6	5
3	27		6	6
3	28		6	7
3	29		6	8
3	30		6	9
3	31		6	10
3	32		6	11
3	33		6	12
3	34		6	13
3	35		6	14
3	36		6	15
4	1		6	16
4	2		6	17
4	3		6	18
4	4		6	19
4	5		6	20
4	6		6	21
4	7		6	22
5	107		6	23
5	108		6	24
5	109		6	25
5	110		6	26
5	111		6	27
5	112		6	28
5	113		7	1
5	114		7	2
5	115		7	3
5	116		7	4
5	117		7	5
5	118		7	6
5	119		7	7
5	120		7	8
5	121		7	9
5	122		7	10
5	123		7	11
5	124		7	12
5	125		8	29



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TEXAS

# LAY OF THE LAND

- THE HOMESTEAD
- Adeline*
- Future Development



## EXHIBIT C

### BYLAWS OF GEORGE'S RANCH HOMEOWNERS ASSOCIATION, INC.

#### Article I: NAME AND LOCATION

Section 1. Name. The name of the Association is "George's Ranch Homeowners Association, Inc." hereinafter referred to as the "Association."

#### Article II: DEFINITIONS

Section 2. Definitions. The definitions of all terms herein shall be the same as those in the Declaration.

#### **Article III: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

Section 1. Membership. The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board either within the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Voting Representatives unless specifically required by the Declaration or Bylaws. Subsequent regular annual meetings shall be set by the Board on a date and at a time set by the Board. At the option of the Board, meetings may be held in person, or by email, conference call or other electronic communication, provided that all attendees have the ability to hear (or read) all formal discussions of the meeting and have the opportunity for their input to be heard or received by all participants in the meeting.

Section 4. Special Meetings. The President may call special meetings of the Association. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by a majority of Voting Representatives of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Association shall be delivered, either personally or by mail, fax, or email to each Voting Representative entitled to vote at such meeting, not less than 10 days nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Meetings may be held telephonically or over any other electronic media.



In the case of a special meeting or when required by statute or these Bylaws, the purpose, or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Representative at his or her address as it appears on the records of the Association, with postage thereon prepaid. If emailed or faxed, notice shall be deemed delivered when sent to the last known email address or the last fax number of the Voting Representative according to the Association's records.

In the case of a meeting of all Owners, notice shall be delivered in the same manner set out in this Section 5 to all Owners.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Voting Representatives shall be deemed the equivalent of proper notice. Any Voting Representative may, in writing, waive notice of any meeting of the Voting Representatives, either before or after such meeting. Attendance at a meeting by a Voting Representative shall be deemed waiver by such Voting Representative of notice of the time, date, and place thereof, unless such Voting Representative specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Representatives who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called. At the reconvened meeting, a quorum will be deemed to be present, and any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Representatives in the manner prescribed for regular meetings.

The Voting Representatives present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Representatives to leave less than quorum, provided that at least 25% of all Voting Representatives remain in attendance, and provided further that any action taken is approved by at least a majority of the Voting Representatives required to constitute a quorum.

Section 8. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Representatives may vote by proxy, but a Voting Representative may only assign his or her proxy to another Voting Representative.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

Section 11. Quorum. Except as otherwise provided in the Bylaws or in the Declaration, the presence in person or by proxy of a majority of Voting Representatives shall constitute a quorum at all



meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary or designated managing agent shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Representatives, or any action which may be taken at a meeting of the Voting Representatives, may be taken without a meeting if all Voting Representatives are given notice and reasonable opportunity to vote, and written consent of a majority of all Voting Representatives is obtained. Such consent shall have the same force and effect as a vote at a meeting.

#### **Article IV: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

##### **A. Composition and Selection.**

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board, each of whom shall have one (1) vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Owners or spouses of such Owners; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as the director.

Section 2. Directors During Declarant Control Period. Subject to the provision of Section 6 below and except as otherwise required by law, the directors shall be appointed by the Class "B" Member acting in its sole discretion and shall serve at the pleasures of the Class "B" Member until the first to occur of the following:

(a) when 100% of the total number of lots on the Property that Declarant intends to develop have been conveyed to persons other than the Declarant or builders holding title solely for purposes of development and sale. After such time, all Directors shall be elected by vote of the Voting Representatives. Declarant shall provide evidence that he has developed all of the Property intended to be developed by providing written notice to the Board. Only upon such written notice will the Declarant Control Period be considered to have ended; or

(b) when, in its discretion, the Class "B" Member so determines.

Notwithstanding the above, on or before the 120th day after the date 75% of the lots that may be created and made subject to the Declaration are conveyed to Owners other than a Declarant, at least one-third of the Board members must be elected by the Voting Representatives.

Section 3. Right to Disapprove Actions. This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assignees who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:



No action authorized by the Board or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class “B” Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with the notice requisites for the Board meetings as outlined by these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class “B” Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class “B” Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class “B” Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class “B” Member, its representatives, or agents at any time within 10 days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class “B” Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three nor more than five, as provided in Section 6 below. The initial Board shall consist of three members as identified in the Certificate of Formation.

Section 5. Nomination of Directors. Except with respect to directors selected by the Class “B” Member, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Voting Representatives. The Nominating committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Voting Representatives to serve a term of one year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Representatives and to solicit votes.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within 120 days after the time Class “A” Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own 75% percent of the Lots on the Property that Declarant intends to develop, as evidenced by a written notice from Declarant to the Board President, the Association shall call a special meeting at which Voting Representatives shall elect one of the directors (or if the Board consists of more than three directors, the Voting Representatives shall elect directors sufficient to constitute 1/3 of the directors). The remaining directors shall be appointees of the Class “B” Member.

The director elected by the Voting Representatives shall be elected for a term of three years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director’s terms



expire prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term. Declarant's statement that 75% of Lots intended to be developed have been sold does not preclude Declarant from adding additional land to the property, but in such case the Class A Member's Voting Representatives may still elect the (or 1/3 of) director(s).

(b) Within 30 days after termination of the Declarant Control Period, the Association shall call a special meeting at which Voting Representatives shall elect the balance of director positions not already elected by the Voting Representatives.

(c) At the first annual meeting of the membership after the termination of the Declarant Control Period, the directors shall be selected as follows: three directors shall be elected by the Voting Representatives. Two directors shall be elected for a term of three years, and one director shall be elected for a term of two years. At the expiration of the initial term of office of each member of the Board and at each annual meeting thereafter, a successor shall be elected to serve for a term of three years. If additional members are added to the Board in accordance with these bylaws, all terms shall be similarly staggered.

The Voting Representatives from a Neighborhood, by majority vote, will determine how all Class A votes are voted for that Neighborhood, for election of directors and otherwise. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Representatives shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director elected by the Voting Representatives may be removed, with or without cause, by the vote of Voting Representatives holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected solely by the votes of Voting Representatives other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Representatives other than the Declarant. Upon removal of a director, a successor shall then and there be elected by the Voting Representatives entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Representatives who has three consecutive unexcused absences from Board meetings, who is delinquent in the payment of any assessment or other charge due the Association for more than 30 days, or who is in violation of the deed restrictions may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. However, any director appointed by the Declarant may only be removed by the Declarant, and any vacancy in a Declarant-appointed Board position may only be filled by the Declarant.

## B. Meetings.

Section 1. Organizational Meetings. The initial Board as stated in the certificate of formation shall cause the Association to be incorporated as a nonprofit corporation.

Section 2. Regular Meetings; Notice of Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one meeting per year shall be held. Notice of the time and place of the meeting shall be communicated to directors not less than four days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or written consent to holding of the meeting, or



who attends a meeting other than to object to lack of notice. To the maximum extent allowed by state law, meetings may be held in person, by conference call, email, or other electronic communication provided that all directors have the opportunity to hear or read all formal Board discussion, and all directors have the opportunity to be heard or otherwise communicate with all other directors.

Subject to Sections 16 and 17 below, notice of all Regular and Special meetings of the Board shall also be provided to the Voting Representatives in accordance with Texas Property Code §209.0051, and all other notice requirements of §209.0051 must be met (e.g. posting notice in common property or on any Internet website).

Section 3. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (d) by fax or email. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by personal delivery, telephone, fax, or email shall be delivered, telephoned, or given by fax or email at least 72 hours before the time set for the meeting.

Section 4. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Representatives representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary or designated managing agent shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.





Section 8. Open Meetings. Subject to the provisions of Section 16 and 17 of this Article, all meetings of the Board shall be open to all Voting Representatives, but Voting Representatives other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Voting Representative may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, excluding Voting Representatives, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting to the maximum extent allowed by law, by majority vote of directors.

Section 10. Meetings during the Declarant Control Period. Texas Property Code §209.0051(i) shall govern meeting notice requirements during the Declarant Control Period. Notice to Voting Representatives or Owners other than notice required by §209.0051 shall not be required.

C. Powers and Duties.

Section 1. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Certificate of Formation, or these Bylaws directed to be done and exercised exclusively by the Voting Representatives or the membership generally.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Regular Assessments, Neighborhood Assessments and all other Assessments described in the Declaration for George's Ranch;

(b) making Assessments, establishing the means and methods of collecting such Assessments, and establishing the payment schedule for Assessments, if other than annual;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best judgment, in depositories other than banks;



(f) making and amending rules and regulations; however, during the Declarant control period, Declarant has the sole right to amend the rules and may do so as it deems necessary or appropriate;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration of the Neighborhoods, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the costs of all services rendered to the Association or its members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) maintaining a membership register reflecting the names, addresses and mailing addresses of all members;

(n) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot or dwelling, current copies of the Declaration, the Certificate of Formation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association; and

(o) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

Section 2. Management. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board by these Bylaws. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 3. Accounts and Reports. An annual report consisting of at least the following shall be distributed to any member upon request within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.

Section 4. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Areas or other purposes related to operations of the Association without the approval of the Voting Representatives of the Association.



Section 5. Rights of the Association. With respect to the Common Areas, and in accordance with the Certificate of Formation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other Owners or residents' associations, both within and without the Property. Such agreements shall require the consent of a majority of all directors of the Association.

Section 6. Enforcement

(a) **Suspension of Privileges/Fines.** In the event of a violation of the Declaration, Bylaws, or any rules and regulations of the Association, the Board, acting on behalf of the Association, in addition to any other remedies provided by the Declaration, Bylaws, or rules and regulations and remedies available pursuant to State statute or other law, may (1) suspend or condition the right of an Owner and any tenants, occupants, or guests to use of facilities (including all or part of any Common Areas) owned, operated, or managed by the Association; (2) record a notice of non-compliance encumbering the Lot; (3) levy a damage assessment against a Lot; (4) levy collection or deed restriction enforcement costs against an Owner; and (6) assess a fine against the Lot and Lot Owner for the violation of Owner, his tenants, occupants, or guests in an amount to be determined by the Board.

Before the Association may suspend an Owner's right to use a Common Area, file suit against an Owner (other than a suit to collect regular or special assessments or foreclose under an Association lien), charge an Owner for property damage, or levy a fine for a violation of the restrictions (including Declaration, Bylaws, or rules), the Association must give certified mail, return receipt requested notice to the last known address of the Owner in accordance with Texas Property Code Chapter 209.

Any amounts charged to an Owner under these procedures may be collected in the same manner as assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law.

(b) **Attorney's Fees.** The Association may assess reasonable attorneys' fees to an Owner's account for nonpayment of amounts due or other violations of the Declaration, Bylaws, or rules if the Owner is provided a written notice that attorney's fees and costs will be charged to the Owner if the delinquency or violation continues after a date certain.

(c) **No waiver; amendments to comply with amendments to statute.** The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

This enforcement and notice and hearing procedure are intended to mirror the requisites of the Texas Property Code Chapter 209. At any time, the Board, by majority vote, may amend the Bylaws to comply with any changes in Chapter 209 or other state law.

(d) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations and the maintenance, including installation or removal of, landscaping) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, the Owner shall pay all costs, including reasonable attorney's fees actually incurred.



## Article V: OFFICERS AND THEIR DUTIES

Section 1. Officers. The Officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall at all times be members of the Board.

Section 2. Election. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for approximately one year until the election of his successor, unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold multiple offices with the exception that the offices of President and Secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board; shall ensure that orders and resolutions of the Board are conducted; and shall sign all leases, mortgages, deeds, and other legal instruments.

(b) Vice-President: Any Vice-President shall act in the place and stead of the President in the event of absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board. These duties, with approval of the Board, may be delegated to the Association management company.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review by a third-party accountant or bookkeeper of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget for the forthcoming year and a statement of income and expenditures for the previous year, to be presented to the membership at its regular annual meeting. The Treasurer shall also be responsible for supervising billings. These duties, with approval of the Board, may be delegated to the Association management company.



(e) Temporary Chair: In the absence of the President and Vice-President, the Board members attending a Board meeting may elect, by majority vote, a temporary chair for that meeting.

(f) Any duties of any director or officer may be delegated to a managing agent of the Association, through management contract terms or otherwise.

#### Article VI: COMMITTEES

The Association shall appoint any committees required by the Declaration or these Bylaws. In addition, the Board may appoint other committees as deemed appropriate in conducting the purposes of the Association. Committee members shall serve at the pleasure of the Board unless otherwise expressly provided in the Declaration or these Bylaws.

#### Article VII: BOOKS AND RECORDS

The financial and corporate records of the Association shall be subject to inspection by any member in accordance with the Association's Records Production and Copying Policy.

#### Article VIII: ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Assessments which are secured to the full extent provided by law, by a continuing lien upon the Lot against which the Assessment is made. The collection and enforcement procedures shall be as set forth in the Declaration and associated collection and payment policies.

#### Article IX: AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Association, by Voting Representatives holding at least a majority of all Voting Representative votes. However, during the Declarant control period, Declarant has the sole right to amend the Bylaws and may do so as it deems necessary or appropriate.

#### Article X: ADDITION OF LAND

As further described in the Declaration and supplemental declaration filings, additional land may be added to the George's Ranch community and the Association at any time by Declarant or an assignee of Declarant. Any such addition shall be evidenced by an appropriate filing of a supplemental declaration or other similar instrument.

#### Article XI: MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.



## **EXHIBIT D**

### **Kendall County Order 09-27-2021 (Dark Sky)**







STATE OF TEXAS  
KENDALL COUNTY

KENDALL COUNTY ORDER NO. 09-27-2021  
REGULATION OF OUTDOOR LIGHTING IN THE  
UNINCORPORATED AREAS OF KENDALL COUNTY, TEXAS  
WITHIN FIVE MILES OF THE CAMP BULLIS BOUNDARY

**WHEREAS**, Camp Bullis is a critical training facility for the United States military, where medical personnel of all branches of the service are trained to function at night, under simulated combat conditions; and

**WHEREAS**, the continued viability of Camp Bullis for such training purposes is essential to the readiness of the United States military, the utility of Fort Sam Houston, and the vitality of the surrounding communities' economy; and

**WHEREAS**, the Texas Legislature passed and Governor Rick Perry signed into law on 19 June 2009, House Bill 1013 and was later codified at Local Government Code Chapter 240, Subchapter B;

**WHEREAS**, Local Government Code Chapter 240.032 (b-1) provided: a county with a population of more than one million that has at least five United States military bases and to any county adjacent to that county that is within five miles of a United States Army installation, base, or camp. On the request of a United States military installation, base, or camp commanding officer, the commissioners court of a county subject to this subsection may adopt orders regulating the installation and use of outdoor lighting within five miles of the installation, base, or camp in any unincorporated territory of the county;

**WHEREAS**, Kendall County is a county subject to Local Government Code 240.032(b-1);

**WHEREAS**, Major General Russell J. Czerw, Commanding General, US Army Medical Department Center and School and Fort Sam Houston, by letter dated July 27, 2009, and addressed to Kendall County Judge Gaylan L. Schroeder, requested that Kendall County issue an order regulating outdoor night-time lighting for new construction within five miles of the boundaries of Camp Bullis in order to protect military night training activities;

**WHEREAS**, the Kendall County Commissioners Court passed Order Number 08-10-2009 on August 10, 2009, Regulation of Outdoor Lighting in the

Unincorporated Areas of Kendall County, Texas Within Five Miles of the Camp Bullis Boundary;

**WHEREAS**, Kendall County adopted amended Order Number 11-27-2017B to more accurately reflect the language of Texas Local Government Code, Chapter 240, Subchapter B

**WHEREAS**, the Kendall County Commissioners Court wishes to amend Order Number 11-27-2017B to more properly reflect Kendall County policy regarding Dark Sky.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF KENDALL COUNTY, TEXAS that Kendall County Order Number 09-27-2021 is hereby Amended to read:

## **Article I DEFINITIONS**

### **1.1 In this Order:**

- a) Camp Bullis: US Military training base located near the southeastern portion of Kendall County.
- b) Camp Bullis Dark Skies Zone: An area that extends five miles in all directions from the Camp Bullis boundary.
- c) IDA Product: IDA-Approved™ outdoor lighting products that are certified by the International Dark-Sky Association for luminaires that minimize glare, reduce light trespass, and do not pollute the night sky.
- d) Luminaire: A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.
- e) Outdoor Lighting: Any type of fixed or movable lighting equipment that is designed or used for illumination out of doors. The term includes billboard lighting, street lights, searchlights and other lighting used for advertising purposes, and area lighting. The term does not include lighting equipment that is required by law to be installed on motor vehicles or lighting required for the safe operation of aircraft.
- f) Temporary outdoor lighting: Luminaires used or installed for a specific short-term unconventional purpose of illuminating an outside area or object for a period of less than fourteen days, with at least thirty days passing before being used again.

## **Article II**

### **LIGHTING REQUIREMENTS**

**2.1 Generally.** All public and private outdoor lighting in the Camp Bullis Dark Skies Zone shall be in conformance with the requirements established by this Article.

**2.2 Outdoor Lighting Specifications.** All regulated outdoor lighting shall be IDA Products installed and maintained according to the manufactures' specifications and/or IDA's specifications with the intent to avoid interference with the night training of Camp Bullis.

**2.3 Maintenance and Repair of Pre-Existing or Otherwise Exempted Lighting.** Compliance with the following maintenance, repair, and modified and/or upgrade provisions of the Order is required in an effort to enhance the military operations at Camp Bullis:

- a) Except for lamp replacement, no luminaire should be repaired and/or modified to perpetuate its non-complaint existence.
- b) If a lamp is available that makes a luminaire conform or progress towards conformance with this Order's required illuminance level, then such a lamp should be used when the lamp is replaced.

**2.4 Usage of Luminaires that do not conform with Article II.** Compliance with the following provisions of the Order is required in an effort to enhance the military operations at Camp Bullis.

- a) **Outdoor Recreational Facilities:** No outdoor recreational facility shall be illuminated by nonconforming means from 11 p.m. local time to sunrise except to conclude a specific recreational activity already in progress.
- b) **Outdoor Display Lighting:** Display lighting using nonconforming outdoor luminaires with metal halide bulbs shall not be used for security lighting after 11 p.m. local time to sunrise (or after closing hours if before 11 p.m. local time to sunrise).

**2.5 Additional Lighting Specifications by Zone.** Additional lighting specifications in the Camp Bullis Dark Skies Zone shall be according to lighting zone, as follows.

- a) **Lighting Zone One (LZ1):** Lighting Zone One includes areas:
  - i) within the Camp Bullis Dark Sky Zone;
  - ii) within the Extra-Territorial Jurisdiction of the City of Boerne;  
and
  - iii) within 1,000 feet of the IH-10 right of way

Additional lighting specifications for LZ1 in accordance with the International Dark Sky Association Joint IDA-IES Model Lighting Ordinance, June 15, 2011

- i) no light trespass is permitted beyond the property boundary.
  - ii) fixtures shall be full cutoff fixtures.
  - iii) fixtures shall be 3,000K color temperature.
  - iv) fixtures shall have a Backlight, Uplight, and Glare (BUG) rating of 3,1,1.
  - v) lighting is limited to 1.25 lumens/sf of hardscape.
- b) **Lighting Zone Zero (LZ0)** Lighting Zone Zero includes all areas that are within the Camp Bullis Dark Sky Zone that are not designated as LZ1.

Additional lighting specifications for LZ0 in accordance with the International Dark Sky Association Joint IDA-IES Model Lighting Ordinance, June 15, 2011

- i) no light trespass is permitted beyond the property boundary.
- ii) fixtures shall be full cutoff fixtures.
- iii) fixtures shall be 3,000K color temperature.
- iv) fixtures shall have a Backlight, Uplight, and Glare (BUG) rating of 1,0,0.
- v) lighting is limited to 0.5 lumens/sf of hardscape.

### **Article III EXEMPTIONS**

#### **3.1 This Order does not apply to outdoor lighting in existence or under construction on September 1, 1975.**

#### **3.2** The following types of outdoor lighting are exempt from the requirements of Article II:

- a) Outdoor lighting that is located within five miles of a military installation, base, or camp located in the unincorporated area of a county and:
  - (1) was installed or used before the effective date of the order and is necessary for the operations of:
    - (A) an electric utility, power generation company, or transmission and distribution utility, as those terms are defined by Section 31.002, Utilities Code;
    - (B) an electric cooperative or a municipally owned utility, as those terms are defined by Section 11.003, Utilities Code;
    - (C) a gas utility, as defined by Section 101.003 or 121.001, Utilities Code;
    - (D) surface coal mining and reclamation operations, as defined by Section 134.004, Natural Resources Code;
    - (E) a telecommunications provider, as defined by Section 51.002, Utilities Code, or its affiliates; or
    - (F) a manufacturing facility required by Texas Commission on Environmental Quality rule to hold a permit; or

- (2) is owned or maintained for the purpose of illuminating:
- (A) a tract of land that is maintained as a single family residence and that is located outside the boundaries of a platted subdivision;
  - (B) a tract of land maintained for agricultural use;
  - (C) an activity that takes place on a tract of land maintained for agricultural use;
  - (D) structures or related improvements located on a tract of land maintained for agricultural use; or
  - (E) a correctional facility operated by or under a contract with the Texas Department of Criminal Justice.

#### **Article IV ADMINISTRATION**

- 4.1** The Kendall County Development Management office shall administer the provisions adopted in this Order.
- 4.2** Persons wishing to obtain a permit for a proposed installation of outdoor lighting shall submit a completed permit application to the County Development Management office.
- 4.3** The Commissioners Court hereby delegates to the Development Manager the authority to review permit applications and approve permits for installations that are in compliance with the terms of this Order and disapprove permits for installations that are not in compliance with the terms of this Order.
- 4.4** Continual proper maintenance of any permitted outdoor lighting is a condition of the approved permit.
- 4.5** The fee for obtaining a permit under this Order shall be as set by the Commissioners Court. The Development Management office shall collect the fee at the time that a permit application is submitted to that office. Fees shall be processed and deposited in accordance with County procedures and are non-refundable.

#### **Article V VIOLATIONS; ENFORCEMENT**

- 5.1** It shall be a violation of this Order to install outdoor lighting without an approved permit from the County Development Manager.
- 5.2** It shall be a violation of this Order to improperly operate permitted outdoor lighting.
- 5.3** The Criminal District Attorney is authorized to enforce this Order in accordance with Section 240.035, Texas Local Government Code.

**Article VI  
VARIANCES**

**6.1** The Commissioners Court may grant a variance to the requirements of this Order in accordance with the procedures and requirements set out in the Kendall County Development Rules and Regulations. A request for variance using forms provided by the Development Management office shall be completed and submitted by the applicant in order for the Commissioners Court to consider a request for variance.


**Article VII  
VALIDITY AND SEVERABILITY**

**7.1** In the event that any provision of another order of the Commissioners Court conflicts with any provision of this Order, or Texas Local Government Code Chapter 240, Subchapter B, the more restrictive provision will govern.

**7.2** If any portion of this Order is held to be invalid or unconstitutional by a court of competent jurisdiction, that decree or decision shall be limited to the particular portion of this Order determined to be invalid or unconstitutional and the remainder of the Order shall continue in full force and effect.

**Article VIII  
EFFECTIVE DATE**

APPROVED AND EFFECTIVE this 27<sup>th</sup> day of September 2021

  
\_\_\_\_\_  
DARREL LUX  
County Judge, Kendall County, Texas

Attest:   
\_\_\_\_\_  
DARLENE HERRIN  
County Clerk, Kendall County, Texas



## **EXHIBIT E**

### **Applicable City of Boerne Regulations (Conservation and Emergency Drought Management)**



## DIVISION 2. - CONSERVATION AND EMERGENCY DROUGHT MANAGEMENT<sup>[2]</sup>

### Footnotes:

--- (2) ---

**Editor's note—** Ord. No. 2005-77, adopted Jan. 10, 2006, amended Div. 2 in its entirety to read as herein set out. Former Div 2, §§ 22-51—22-61, pertained to similar subject matter, and derived from Ord. No. 2000-20, §§ 1—6, adopted July 18, 2000; Ord. No. 2002-35, adopted Sept. 17, 2002.

### Sec. 22-51. - Generally.

- (a) *Declaration of policy, purpose and intent* . In order to conserve and maintain the quality of the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Boerne (the City) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited (under this Conservation and Emergency Drought Management Ordinance) are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this article.

For most effective watering apply no more than one (1) inch of water per week, preferably at one (1) time per week. Shorter run times can produce non-drought resistant root systems.

Drip systems are very water efficient and should be used to the greatest extent possible on new or renovated irrigation systems.

Watering is prohibited when temperatures fall below thirty-two (32) degrees (F), as this is damaging to plants and may create hazardous walking or driving conditions.

- (b) *Public involvement* . Opportunity for the public to provide input into the preparation of the ordinance was provided by the City of Boerne by means of public input opportunities during city council meetings.
- (c) *Public education* . The City of Boerne will periodically provide the public with information about the ordinance, including information about the conditions under which each stage of the ordinance is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of the City of Boerne website, press releases, utility bill notifications, social media, and/or other methods noted herein.
- (d) *Coordination with regional water planning groups* . The service area of the City of Boerne is located within the South Central Texas Regional Water Planning Group (Region L). The City of Boerne will provide a copy of [the ordinance from which this division is derived] to the Region L Water Planning Group to ensure consistency with the appropriate approved regional water plans.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2015-43, 12-15-15)

### Sec. 22-52. - Water sources.

The primary water sources for the City of Boerne are Boerne City Lake, city-owned Trinity Aquifer wells, and Canyon Reservoir through the Guadalupe Blanco River Authority (GBRA) as part of the Western Canyon Regional Water Supply Project. In addition, the city provides for use of type II recycled water at a fill station adjacent to the wastewater treatment plant on Esser Road, as well as type I

reclaimed water from the wastewater treatment and recycling center on Old San Antonio Road, which can be utilized for irrigation purposes only in certain developments.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15)

Sec. 22-53. - Emergency action by city manager.

The city manager may cause any of the water usage restrictions prescribed in this division to be implemented, in such combination and at such time as may be determined, upon presentation of evidence that a critical water shortage exists, or is imminent, including reclaimed water. Relevant data considered in this determination will include:

- Water storage levels at Boerne City Lake and production capacity at the water treatment plant(s).
- Water levels in the city's Trinity Aquifer wells & any withdrawal restrictions placed on the wells by the Cow Creek Groundwater Conservation District.
- Water storage levels at Canyon Lake and any water use restrictions placed on the city's permitted withdrawals by GBRA.
- The city's ability to meet water consumption and peak production demands from customers considering operational limitations and cost constraints.
- Water quality conditions which impact access to a water source.
- Other issues which have or could have a quantitative and/or qualitative impact on water supply, production capacity, and/or storage, including reclaimed water.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15; Ord. No. 2018-32, 9-11-18)

Sec. 22-54. - Application.

The provisions of this division shall apply to all persons, corporations and other entities including without limitation any customer or property wherever situated utilizing potable water provided by the City.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15)

Sec. 22-55. - Criteria for initiation and termination of drought response stages (except when a critical water shortage exists).

- (a) Upon determination that a critical water shortage exists or is imminent as described in section 22-53, or other pertinent conditions indicate that implementation criteria have been met, the director of public works shall report the condition of the water supply to the deputy city manager and city manager.
- (b) The city manager shall report the water supply conditions to the city council within three (3) days seventy-two (72) hours of consultation with the deputy city manager and utilities director.

- (c) Upon consultation with the mayor, deputy city manager and utilities director on water supply conditions, storage and production restraints, the city manager shall determine the implementation date of stage I and all consequent water use restrictions. Thereafter, each subsequent stage shall take effect after determination by the city manager that the new implementation conditions have been reached and with at least twenty-four (24) hours public notice of the change.
- (d) The city manager may terminate emergency water use restrictions or water stage restrictions, when conditions warrant such termination. Public notice of such termination, giving the effective date and listing the restrictions being terminated, shall be posted electronically, if feasible, and in the usual physical location for posting of public notices.
- (e) No person, corporation or other entity including, without limitation, any customer utilizing water provided by the city (including reclaimed water) shall knowingly make, cause, use or permit the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this division. There shall be four (4) designated stages which incorporate progressive water use restrictions intended to curb non-essential water use to both lower overall water consumption as well as minimize peak demand for water production.
- (f) The city manager may initiate and terminate emergency water use restrictions on reclaimed water use as a response to limitations on production and/or supply, including implementation of drought response stages shown in section 22-56.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15; Ord. No. 2018-32, 9-11-18)

Sec. 22-56. - Drought response stages.

All of the following drought response stages are mandatory compliance. Reclaimed water use is subject to the waste of water provisions as listed in [section 22-56(a)] (8, 9, 10).

- (a) *Stage I.*
  - (1) Formal public notification by the city manager or duly authorized representative of an existing or impending water supply, production, or quality concern.
  - (2) Request public to initiate water use curtailments.
  - (3) Increase efforts to educate the public by disseminating information on such subjects as water saving tips, water saving devices, irrigation practices, etc.
  - (4) Irrigation utilizing individual sprinklers or sprinkler systems of lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited except on the two designated outdoor water use days (see section 22-57, designated outside water use days) and only then during the non-restricted hours of 7:00 p.m. to 11:00 a.m. However, this restriction does not apply to the irrigation of commercial nurseries, commercial sod farms, and similarly situated commercial establishments. Said establishments will be requested to curtail all nonessential water use. Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants is permitted at any time if:
    - a. A hand-held hose is used with a manual or automatic shutoff nozzle;
    - b. A hand-held, faucet-filled bucket of five (5) gallons or less is used; or
    - c. A properly functioning drip irrigation system is used.
  - (5) Request general curtailment of indoor water use.
  - (6) Washing of automobiles, trucks, trailers, recreational vehicles, boats, airplanes and other mobile equipment must be done with a hand-held bucket and hand-held hoses must be equipped with a manual or automatic shutoff nozzle.

- (7) Identify and eliminate defective plumbing in a home, business establishment or any location where water is used on the premises to avoid wasting of any water by such defective plumbing.
  - (8) Allowing defective plumbing in a home, business establishment or any location where water is used on the premises is prohibited. Wasting of any water by reason of defective plumbing as hereinabove mentioned is prohibited and shall include the existence of out-of-repair water closets, underground leaks, defective faucets and taps. Allowing water to flow constantly through a tap, hydrant, valve or otherwise by any user of water connected to the city system, shall be considered wasting of water and is prohibited.
  - (9) The following uses of water are defined as "waste of water" and are prohibited:
    - a. Allowing water to run off into a gutter, ditch, or drain;
    - b. Failing to repair a controllable leak;
    - c. Applying water to impermeable surfaces; or
    - d. Operating an irrigation system with damaged sprinkler heads.
  - (10) Any use of water for the purposes or in a manner prohibited in this section shall be deemed to be a waste of water; and any person in whose name a water meter connection is registered in the utilities department (including reclaimed water meters), which water connection serves premises upon which a violation occurs, shall constitute in evidence a prima facie presumption that the person in whose name such water connection is registered was the person who permitted or caused the act of waste charged to occur on the premises.
  - (11) The city manager or his duly authorized representative shall consider permit requests of water users for special consideration to be given due to their respective particular circumstances and shall review and decide such requests. The city manager is hereby authorized, in special cases, to grant a permit from the terms of this division as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this division will result in unnecessary hardship, and so that the spirit of this division shall be observed and substantial justice done. Should a permit for special exception be granted, it shall be in effect from the time of granting; provided, that the permit is prominently posted on the premises. Should the city manager receive written protest after granting of any such permit which indicates the conditions of the permit are not being met, the city manager or his duly authorized representative may reconsider the permit. After the conclusion of reconsideration, the city manager shall take such action by way of revocation of such permit, or refusal to revoke the same, or modification of such permit as the city manager may deem proper under the circumstances.
  - (12) The city manager shall update members of the city council on a regular basis of any water supply, production, quality or system issues.
- (b) *Stage II*.
- (1) All of the restrictions of Stage I shall apply in addition to those hereinafter set forth.
  - (2) Formal notification of the public by city manager or his duly authorized representative through media notice, social media outlets, message boards, and/or direct contact with all customers.
  - (3) Continue public education program set forth in Stage I.
  - (4) Irrigation utilizing individual sprinklers or sprinkler systems of lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited except on the one designated outdoor water use day (see section 22-57, designated outside water use days) and only then during the non-restricted hours of 7:00 p.m. to 11:00 a.m. However, this restriction does not apply to the irrigation of commercial nurseries, commercial sod farms, and similarly situated commercial establishments. Said establishments will be requested to curtail all

nonessential water use. Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants is permitted at any time if:

- a. A hand-held hose is used with a manual or automatic shutoff nozzle;
  - b. A hand-held, faucet-filled bucket of five (5) gallons or less is used; or
  - c. A properly functioning drip irrigation system is used.
- (5) Refrain from installation of new or replacement turf grass lawn or other landscape features which require water use.
  - (6) Entities operating athletic playing fields must apply for a special use permit to allow irrigation on more than the one (1) designated water use day. The permit must be reviewed and approved by the city manager or designee. The entity must file a conservation plan and satisfy the "Guidelines for Athletic Field Variance on Water Restrictions" (Exhibit A). All reclaimed, rain catchment or condensate water systems will be used as a first source of water for irrigation if feasible.
  - (7) The use of water for dust control is prohibited other than from reclaimed water sources.
  - (8) The refilling or adding of water to swimming and/or wading pools is prohibited except on the one (1) designated outdoor water use day during the non-restricted hours of 7:00 p.m. to 11:00 a.m. However, this restriction does not apply to public swimming pools which must be maintained pursuant to health regulations.

(c) *Stage III.*

- (1) All of the restrictions of Stages I and II shall apply in addition to those hereafter set forth.
- (2) Irrigation utilizing individual sprinklers or sprinkler systems of lawns, gardens, landscaped areas, trees, shrubs, and other plants is prohibited except every other week beginning on the first Monday after Stage III has been declared on the designated outdoor water use day (see section 22-57, designated outside water use day) and only then during the non-restricted hours of 7:00 p.m. to 11:00 a.m. However, this restriction does not apply to the irrigation of commercial nurseries, commercial sod farms, and similarly situated commercial establishments. Said establishments will be requested to curtail all nonessential water use. Irrigation of lawns, gardens, landscaped areas, trees, shrubs, or other plants is permitted at any time if:
  - a. A hand-held hose is used with a manual or automatic shutoff nozzle;
  - b. A hand-held, faucet-filled bucket of five (5) gallons or less is used; or
  - c. A properly functioning drip irrigation system is used.
- (3) Request the discontinued operation of all ornamental fountains, water-falls, and similar amenities drawing water from city supply, except for those fountains/structures with a re-circulating system.
- (4) Curtail all nonessential public and governmental water uses such as City vehicle washing and street cleaning.
- (5) Commercial nurseries, commercial sod farms and other similar establishments must curtail all nonessential water use and shall use only hand held hoses, drip irrigation systems or hand held buckets.
- (6) All restaurants are prohibited from serving water to their customers except when specifically requested by the customer.
- (7) Work with large commercial water customers to develop and implement individual water conservation plans.

(d) *Stage IV.*



- (1) All restrictions of Stages I, II and III shall apply in addition to those hereinafter set forth.
- (2) All variances granted by the city manager under Stage II and III shall become null and void upon implementation of Stage IV and no new permits shall be granted.
- (3) The sprinkling or watering of lawns is prohibited. The city manager or designee may authorize the watering of trees, shrubbery, annual, biennial or perennial plants, vines, gardens, vegetables and flowers through the means of a hand-held hose equipped with a positive shutoff nozzle, properly functioning drip irrigation or a hand-held bucket or watering can. When authorized, such watering shall be done only between the non-restricted hours of 7:00 p.m. and 11:00 a.m. on the one (1) designated outside water use day as specified in section 22-57, stage III. Commercial nurseries shall be exempted from this prohibition and shall be permitted to water nursery stock by means of a hand-held hose equipped with a positive shut-off nozzle, drip irrigation or hand-held bucket or watering can on any day during the non-restricted hours of 7:00 p.m. and 11:00 a.m.
- (4) Vehicle washing allowed only at commercial or automatic car wash establishments which utilize water recycling systems.
- (5) Commercial or automatic car wash establishments shall use minimum practical water settings.
- (6) Washing sidewalks, driveways, parking areas, tennis courts, patios, or other paved areas, except to alleviate immediate health or fire hazards are prohibited.
- (7) The washing of building exteriors is prohibited, except in the interest of public health.
- (8) The draining and filling of public swimming pools not equipped with filtration and re-circulation equipment is prohibited; said pools shall be closed.
- (9) The operation of any ornamental fountain or similar structure is prohibited.
- (10) The following water uses are hereby determined to be nonessential and are prohibited:
  - a. The use of water for the expansion of commercial nursery facilities.
  - b. The use of water for scenic and recreational ponds and lakes (except for the minimum amount required to support aquatic life) or for the filling of swimming pools or spas (except where the pool is required by a medical doctor's prescription).
  - c. The use of water to put new agricultural land into production.
  - d. The use of water for new planting or landscaping.
- (11) A drought surcharge, at the rate of five dollars (\$5.00) per one thousand (1,000) gallons for residential water used in excess of ten thousand (10,000) gallons per billing cycle, shall be implemented. The city council of Boerne may implement other surcharges to insure compliance.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-07, 3-24-15; Ord. No. 2015-43, 12-15-15; Ord. No. 2018-32, 9-11-18)

Sec. 22-57. - Designated outside water use days.

## STAGE I

Last Digit of Address	Days

0 or 1	Monday, Saturday
2 or 3	Tuesday, Saturday
4 or 5	Wednesday, Saturday
6 or 7	Thursday, Sunday
8 or 9	Friday, Sunday

### **STAGE II AND STAGE III**

Last Digit of Address	Days
0 or 1	Monday
2 or 3	Tuesday
4 or 5	Wednesday
6 or 7	Thursday
8 or 9	Friday

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15)

#### **Sec. 22-58. - Special exemptions.**

None of the water and use regulations in section 22-56 above shall apply to the following uses of water:

- (a) The necessary use of water by a governmental entity in pursuit of its governmental functions for the benefit of the general public, such as for capital improvement construction projects, flushing of utility lines, concrete work, and for building construction purposes;
- (b) The necessary use of water for land development, such as roadway construction, flushing and installation of utility lines, concrete and asphalt work, and for building construction processes, other than for landscape irrigation;

- (c) The necessary use of water for emergency maintenance or repair of water distribution, wastewater collection, residential and commercial plumbing and permanently installed landscape irrigation systems.

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11)

Sec. 22-59. - Enforcement.

- (a) No person, corporation, firm, association, customer or other entity shall use or allow the use of potable or reclaimed water supplied by or in the city in a manner contrary to any provision of this division, or any policy adopted pursuant to this division, for residential, commercial, industrial, agricultural, governmental, or any other purpose.
- (b) Any person, corporation, firm, association, customer or other user of the city's potable or reclaimed water systems violating this division is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not more than one thousand dollars (\$1,000.00). Each day that one (1) or more of the provisions of this division is violated shall constitute a separate offense. If a person, corporation, firm, association, customer or other user of the city's water systems is convicted of three (3) or more distinct violations of this division, the public works director shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge and any other costs incurred by the City in discontinuing service and any outstanding fines for violations of this division. In addition, suitable assurances, in a manner to be determined and set by the public works director, must be given that no further violations shall occur while the restrictions contained in this division are in effect. Further convictions for violations of this division may result in further action by the city, with the authorization of the city manager, up to and including the service discontinuation, having installed a flow restriction device, or reduction of service. Compliance with this division may also be sought through injunctive relief in the district court.
- (c) A person, corporation, firm, association, customer or other user of the city's water systems shall be presumed to be the violator if the person, corporation, firm, association, customer or other user of the city's water system is the owner or occupant of the subject property, exercises actual or apparent control over the subject property, or is listed as the water customer of the city for the subject property. Proof that the violation occurred on or originated from the subject property shall constitute a rebuttable presumption that the person, corporation, firm, association, customer or other user of the city's water system who owns, occupies, exercises actual or apparent control of, or is listed as the water customer for the subject property committed the violation. Parents shall be responsible for violations of their children, for purposes of this division a child is a person under seventeen (17) years old and proof that a violation, committed by a child, occurred on property where the parent is listed as the water customer or the parent is the owner or occupant of the property shall constitute a conclusive presumption that the parent committed the violation.
- (d) Any city police officer or code enforcement officer, may issue a citation to a person he reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, the offense charged, and shall direct the alleged violator to appear in the municipal court by the time shown on the citation for which date shall not be less than ten (10) days from the date the citation was issued. The alleged violator shall be served a copy of the citation.
- (e) Service of the citation shall be complete upon either of the following occurrences:
  - (1) Personal delivery of the citation to the alleged violator; or
  - (2) Mailing a copy of the citation addressed to the alleged violator's address, a copy sent by regular mail and a copy sent by certified mail, return receipt requested.

Failure of the alleged violator to accept delivery, pick up or receive a copy of the citation sent via certified mail shall not constitute lack of service. If the alleged violator fails to appear in municipal court, a warrant for his arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant

(Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15)

Secs. 22-60, 22-61. - Reserved.

Sec. 22-38. - Turf management.

(a) *Types of turf grasses .*

- (1) Turf grass means perennial ground cover plants and grasses that are adapted to regular mowing and traffic through management.
- (2) The following turf grasses are the only grasses permitted to be planted within the city limits for all new residential and commercial development:
  - a. Turf grasses shall be limited to Zoysia, Buffalo or Bermuda grasses or other grasses approved by the city manager or his designated representative.

(b) *Soil depth and water holding capacity (new residential and nonresidential) .*

- (1) All new landscapes (nonresidential and residential) are required to have a minimum of six (6) inches of soil depth in areas planted with turf grass. This requirement can be met without importing soil if the area designated for turf grass contains at least six (6) inches of soil depth or by making up the shortfall to achieve six (6) inches of depth including the layer of installed turf grass, if applicable. If soil has to be imported to meet the six (6) inch requirement, the soil must consist of at least twenty-five (25) percent compost or organic material in order to provide adequate water holding capacity. Documentation from a landscape architect or engineer can be submitted with the preliminary plat to satisfy this requirement. One such document can apply to an entire subdivision if appropriate. For other circumstances, code compliance will measure soil depth at various points in the area to verify the six (6) inch requirement has been met. The six inch depth requirement does not apply to the area between the drip line and trunk of existing trees, shrub beds or wildscape areas. Areas with existing native vegetation that remain undisturbed shall be exempt from the soil depth provision of this section; provided that native soil and vegetation in such area is fenced during construction and protected from disturbance and compaction during the construction process.

(c) *Irrigation .*

- (1) All irrigation systems installed or refurbished shall include rain sensors and will comply with the irrigation quality rules and standards established by the profession and as specified by the TCEQ rules for irrigation licensure.
- (2) The use of drip irrigation systems, where possible, and the design of all irrigation systems with water conservation features such as sprinkler heads which emit large drops of water rather than fine mist and sprinkler layouts that limit the impact of wind are encouraged.
- (3) Commercial establishments are encouraged to use drip irrigation for landscape watering, when practical.

(d) *Estate Lots .*

- (1) Residential lots in excess of 12,500 square feet shall only landscape with irrigated turf listed in section (b)(1), above, in the area within seventy-five (75) feet of the main residence.
- (2) The geometry of the irrigation area that would be within the seventy-five (75) foot perimeter of the main residence may be adjusted to accommodate topography, easements, rights of way, and other factors that would preclude the practical use of the irrigation system. The adjusted irrigation area shall not exceed the total area that would have been provided by the seventy-five (75) foot perimeter around the main residence.

(e) *Replanting of damaged turf .* Nothing in this article shall be taken to prevent restoration of a damaged lawn with like kind to existing turf grass to the extent of not more than fifty (50) percent of the lawn area. Lawns damaged in excess of fifty (50) percent must be replanted with a permitted turf as listed in subsection (a)(1) of this section.

(f) *Penalty .* Any person violating any provision of this article shall be fined not more than one thousand dollars (\$1,000.00) for each offense.

(Ord. No. 2004-20, 4-27-04; Ord. No. 2009-44, 1-12-10)



Sec. 22-39. - Native grasses.

(a) *Definitions.*

*Clear area* shall mean a five-foot strip of land adjacent to the property line that must be maintained at two to three (2—3) inches in height.

*Native landscaping* shall mean the practice of cultivating plants which are indigenous to the region, which once established, require minimal mowing, fertilization or watering, if any.

*Noxious weeds.* The following plant species are defined as noxious weeds. They are typically opportunistic/invasive weeds/grasses:

Sonchus asper (L.) Hill	Asteraceae	Sow Thistle
Sorghum halepense (L.) Pers.	Poaceae	Johnson Grass
Ambrosia sp.	Asteraceae	Rag Weed
Cenchrus incertus M. A. Curtis	Poaceae	Grass Bur
Rumex crispus L.	Polygonaceae	Curly Dock
Croton capitatus Michx.	Euphorbiaceae	Dove Weed
Chenopodium sp.	Chenopodiaceae	Goosefoot
Amarantus sp.	Amarantaceae	Pig Weed
Rhus toxicodendron L.	Anacardiaceae	Poison Ivy
Conyza Canadensis (L.) Cronq.	Asteraceae	Horse Weed

*Texas Wildscapes.* Program sponsored by the Texas Parks and Wildlife Department that promotes habitat restoration for rural and urban areas.

- (b) *Native landscaping.* It shall be lawful to grow native and naturalized plants including ferns, wildflowers, grasses, forbs, shrubs and trees, provided the owner registers their intent to do so with the city.
- (c) *Clear spaces shall be maintained.* Registered native landscapes shall maintain a clear area as provided for in this section.
- (d) *Noxious weeds.* Noxious weeds are indicators of neglect and areas that contain these species shall be brought into conformance of section 14.3.2.b [sic], even if those properties are registered native landscapes, under the guidelines set forth in that instrumental code.

- (e) *Registration.* Owners of property who wish to have a native landscape shall notify the City of Boerne Code Enforcement, in writing, of their intent to manage a native landscape.
- (f) *Penalty.*
  - (1) Any person violating any provision of this section shall be fined not more than two hundred dollars (\$200.00) for each offense. Each hour or portion thereof, in which any violation shall occur, shall constitute a separate offense.
  - (2) Enforcement hereunder shall not require the pleading or proving of any culpable mental state.
  - (3) All other ordinances or parts of ordinances in conflict herewith repealed to the extent that they are in conflict.
  - (4) That if any of the provisions of this section shall be held void or unconstitutional, it is hereby provided that all other part of the same which are not held void or unconstitutional shall remain in full force and effect.

(Ord. No. 2004-21, 4-27-04)

Sec. 22-41. - Prohibited uses of water—Year round restrictions.

- (a) *Irrigation outside restricted hours.* Landscape watering with hose-end sprinklers or automatic irrigation systems, including those using reclaimed water, shall be prohibited between the hours of 11:00 a.m. and 7:00 p.m. on any day of the week, year-round.
- (b) *Defenses.* It shall be a defense to prosecution under subsection 22-41(a), prohibited uses of water—year round restrictions—irrigation outside restricted hours, if:
  - (1) The person is irrigating a landscaped area by means of:
    - (i) A hand-held hose with a manual or automatic shutoff nozzle; or
    - (ii) A properly functioning drip irrigation system.
  - (2) The landscape watering is performed by commercial enterprises in the business of growing or maintaining plants for sale, including plant nurseries; provided, however, that such landscape watering shall be performed solely for the establishment, growth, and maintenance of such plants;
  - (3) A landscape watering permit has been issued by the city pursuant to section 22-42 to allow for landscape watering on any newly planted or transplanted landscaping so as to accomplish a reasonable establishment and maintenance of growth;
  - (4) Operation of an automatic irrigation system is performed solely for the purpose of conducting maintenance and testing; or
  - (5) The source of water is from rainwater catchment and/or condensate.
- (c) *Water from hydrants and blow-offs.* It is unlawful for a person to use water from hydrants and blow-offs for any purpose other than firefighting, fire flow testing, flushing of mains, or other actions necessary for the proper operation of the public water supply system, unless provided for under section 22-31, water for construction generally, Boerne City Code of Ordinances.

(Ord. No. 2004-05, 2-24-04; Ord. No. 2004-23, 4-27-04; Ord. No. 2005-77, 1-10-06; Ord. No. 2011-07, 3-22-11; Ord. No. 2015-43, 12-15-15; Ord. No. 2018-32, 9-11-18)

## EXHIBIT F

### Sidewalk Plans and Specs

George's Ranch, Unit 1 Sidewalk Location Exhibit				
Block	Lot		Block	Lot
1	1		5	121
1	2		5	122
1	3		5	123
1	4		5	124
1	5		5	125
1	6		6	1
1	7		6	2
1	8		6	3
1	9		6	4
1	10		6	5
1	11		6	6
1	19		6	7
1	20		6	8
1	21		6	9
1	22		6	10
1	23		6	11
1	24		6	12
1	25		6	13
1	50		6	14
2	5		6	15
2	6		6	16
2	7		6	17
2	8		7	1
2	9		7	2
2	10		7	3
3	11		7	4
3	12		7	5
3	13		7	6
3	14		7	7
3	15		7	8
3	16		7	9
3	22		7	10
3	23		7	11
3	24		7	12
4	1		8	29
4	2			
4	3			
4	4			





**EXHIBIT G**  
**Address Monument Examples**





**Kendall County  
Denise Maxwell  
Kendall County  
Clerk**

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**Instrument Number:** 386496

eRecording - Real Property

RESTRICTIONS

Recorded On: February 01, 2024 09:27 AM

Number of Pages: 94

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**" Examined and Charged as Follows: "**

Total Recording: \$393.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 386496  
Receipt Number: 20240201000006  
Recorded Date/Time: February 01, 2024 09:27 AM  
User: Grace O  
Station: cclerk07

**Record and Return To:**

ERECORDING PARTNERS  
101 W NUEVA  
  
SAN ANTONIO TX



**STATE OF TEXAS  
COUNTY OF**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.**

Denise Maxwell  
Kendall County Clerk  
Kendall County, TX

*Denise Maxwell*