

**Declaration of Restrictive Covenants of the
Serenity Springs
Subdivision**

Basic Information

Date: November 1, 2022

Declarant: Keene Family, LLC, a Texas limited liability company

Declarant's Address:

Keene Family, LLC
4559 C.R. 201
Liberty Hill, Texas 78642

Property Owners Association: Serenity Springs Subdivision POA, Inc., a Texas nonprofit corporation

Property Owners Association's Address: 4559 C.R. 201 Liberty Hill, Texas 78642

Property:

TRACT ONE:

Serenity Springs Subdivision, Phase One (1), a subdivision in Williamson County, Texas as shown by plat recorded under Instrument No. 2022114726 of the Official Public Records of Williamson County, Texas to which reference is herein made for all purposes

TRACT TWO:

Serenity Springs Subdivision, Phase One (1), a subdivision in Burnet County, Texas as shown by plat recorded under Instrument No. 202214418 of the Official Public Records of Burnet County, Texas to which reference is herein made for all purposes

TRACT THREE:

Serenity Springs Subdivision, Phase Two, a subdivision in Burnet County, Texas as shown by plat recorded under Instrument No. 202214419 of the Official Public Records of Burnet County, Texas to which reference is herein made for all purposes

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner

or levied against an Owner by the Property Owners Association under this Declaration.

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

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

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

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

"Declarant" means Keene Family, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document or any successor named by Declarant in a written and recorded instrument.

"Declarant Control Period" means and refers to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) ten (10) years from the effective date of this Declaration, or (b) the Declarant executes and records a written waiver of his right to control or when the Class A Members' votes exceed the total of Class B Member's votes. During the Declarant Control Period the Declarant shall possess certain rights which allow the Declarant to amend or modify the Dedicatory Instruments, including this Declaration, annex additional property, grant variances and perform all other acts necessary, in the Declarant's sole discretion, which allow Declarant to develop the Property.

"Dedicatory Instruments" means this Declaration and the certificate of formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

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

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

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

"Member" means Owner.

"Masonry" means natural stone, stucco or brick/veneer. Concrete board, fiber board or products of similar import, such as HardiPlank are not considered "Masonry" for the purposes of these restrictions.

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

"Plat" collectively means the Plats of the Property recorded in Instrument No. 2022114726 of the Official Public Records of Williamson County, Texas, and Instrument No.'s 202214418 and 202214419 of the Official Public Records of Burnet County, Texas and any replat of or amendment to the Plats made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

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

"Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than 30 days. Short Term Renting is prohibited.

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

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

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

"Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions which may be hereafter recorded by Declarant subject to all of the terms and restrictions of this Declaration and not in conflict herewith; provided, however, that future phases may be subjected to declarations that vary here from as set forth therein

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

Clauses and Covenants

A. Imposition of Covenants

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

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

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

B. Plat and Easements

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

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

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

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements and Declarant hereby reserves, for itself and its heirs, successors and assigns a perpetual non-exclusive easement over and across the streets and roadways shown on the Plat, as an easement for pedestrian and residential and commercial vehicular ingress and egress to other lands owned by Declarant or Declarant's heirs, successors and assigns, to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and/or install utilities to other lands owned by Declarant or Declarant's heirs, successors and assigns, and to improve, develop and construct residential or commercial improvements on other lands owned by Declarant or Declarant's heirs, successors and assigns together with all appurtenances and incidental improvements thereon. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried utilities, and underground franchise utilities.

5. Declarant may divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's sole option, dedicate some of the Property as Common Area or Easement Area. As the Property is developed or dedicated, Declarant may record one or more Supplemental Declarations and designate the use, classification, and such additional or different covenants, conditions, and restrictions as Declarant may deem appropriate for a particular area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, improvements and uses in such area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area as well as by-laws for Serenity Springs Subdivision POA, Inc.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for Single Family residential use. Short Term Renting is prohibited.
2. *Prohibited Activities.* Prohibited activities are -
 - a. any activity that is otherwise prohibited by the Dedicatory Instruments;
 - b. any illegal activity;
 - c. any nuisance, noxious, or offensive activity;
 - d. any dumping of rubbish;
 - e. any storage of –
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway and up to one travel trailer or recreational vehicle, provided that such item is under 15 years of age, in good repair and stored behind the front corners of the home; or
 - iii. articles deemed to be unsightly by the ACC shall not be permitted to remain on any Lot so as to be visible from adjoining Property or public or private thoroughfares. No repair or maintenance work shall be done on any automobile or pickup (other than minor emergency repairs), except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of a Lot except within an approved enclosed structure or, with prior approval from the ACC, appropriately and fully screened from view. No liquid propane gas, heating oil or other heating fluids shall be kept on any Lot, except in approved tanks. No excessive amounts of gasoline, kerosene, diesel or other fluids or chemicals shall be stored on any Lot. No vehicle, boat or any of the other above-mentioned items shall be parked on any street or road in the Property. No vehicles or equipment exceeding one-ton capacity shall be kept or stored on any Lot.
 - f. any exploration for or extraction of minerals, mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. Owners shall have the

right to drill, maintain, and operate a water well (at a county-approved location only) on their Lot provided that the water therefrom is used only on that Lot unless otherwise approved by the ACC;

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

- i. Common domesticated household pets, such as dogs and cats, not to exceed 5 confined to a fenced yard or within the Residence
- ii. 2 head of cattle
- iii. Up to 10 chickens (no roosters)
- iv. 2 horses, provided they are not allowed upon any of the Subdivision roadways or streets
- v. Temporary FFA or 4-H project animals may be permitted in a fully-screened area upon prior written approval of the ACC

h. any commercial or professional activity except reasonable home office use; notwithstanding the foregoing, no business shall be conducted on any Lot which employs more than one person other than the Owner of a Lot or has over two (2) customer visits in any day, or displays any sign or other evidence of its existence or requires the use of equipment, vehicles or materials that are not stored in an approved storage structure.

i. the Renting, including Short Term Renting of a portion of a Residence or Structure;

j. the drying of clothes in a manner that is visible from any street;

k. the display of any sign except –

- i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and

- ii. political signage not prohibited by law or the Dedicatory Instruments;

l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;

m. moving a previously constructed house onto a Lot;

n. interfering with a drainage pattern without ACC approval;

o. hunting and shooting except as allowed under state or federal law;

p. occupying a Structure that does not comply with the construction

standards of a Residence;

q. Short Term Renting;

r. No exterior radio, television or data antenna, aerial or satellite dish (larger than four feet in diameter) shall be erected or maintained without the prior written approval of the ACC. When allowed, the same shall be designed to be at the rear of any residence;

s. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or the Property without the prior written approval of the Board;

D. Construction and Maintenance Standards

1. Lots

a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.

b. *Subdivision Prohibited.* No Lot may be further subdivided.

c. *Easements.* No easement in a Lot may be granted without ACC approval.

d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition. No grass, weeds and/or other overgrown vegetation shall be kept in the front 75 feet of any lot except in a mowed or otherwise controlled condition.

e. *Alternation.* Other than roof repair or replacement, provided the same is done in conformance with the then existing roof, no construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed without the prior written approval of the AAC.

2. Residences and Structures

a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision and other improvements located upon a Lot, as determined by the ACC.

b. *Maximum Height.* The maximum height of a Residence is 28 feet in height.

c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 2,000 square feet. All split-level or two-

story Residences shall have a minimum of 1,500 square feet of living area on main or ground floor.

d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, must not be visible from any street. No Residence may be built closer than 75 feet to any road or street as shown on the Plat. No Improvements shall be located or erected nearer to any Lot line bordering a street right of way than is indicated by the building line shown on the Plat. No Improvements shall be located nearer than twenty-five (25) feet from any rear Lot line. For purposes of the Dedicatory Instruments, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to allow any such Improvement to encroach upon another Lot.

e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be attached or semi-attached.

f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 60 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 180 days and the Lot restored to a clean and attractive condition.

g. *Fences, Walls, and Hedges.* No fence may exceed 6' in height, except for trellises and decorative fences that are approved by the ACC. Fences must be constructed of 2-3/8" pipe rail type fencing with net wire/cattle or horse panels or black wrought iron fencing.

h. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

i. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting with the sidewalks on adjacent Lots.

j. *Landscaping.* Landscaping must be installed within 30 days after occupancy. The minimum landscaping is specified in the standards of the ACC. No landscaping requirement however all installed beds must be kept maintained.

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

include the nature, size, duration and location of such structure.

l. *Mailboxes.* No mailboxes shall be constructed as all mail receptacles will be located in a community mailbox unit.

m. *Driveways.* All driveways must be constructed of concrete, brick, black asphalt, two-course penetration tar and gravel or other all-weather material as may be approved by the ACC. No gravel, dirt, shell, crushed gravel or caliche driveways will be permitted.

n. *Storage Structures/Outbuildings/Mother-In-Law Homes.* All storage structures and/or outbuildings must be approved by the ACC. No more than one outbuilding or storage building may be kept on a Lot. All such buildings must be of similar design, quality, construction and appearance as the main dwelling and may not exceed 18 feet in height from concrete level or 3000 square feet of floor area. No such structure may be placed on any Lot except at least 100' from front property line and no closer than 25 feet to any side lot line. The ACC shall have the absolute discretion to approve variations from these requirements such as size or location. The structure must be faced in masonry facing the street and otherwise appear similar to the main dwelling. The ACC shall have the discretion to approve the design, material and the location of the structure. In addition, each lot may contain one "mother-in-law" home, provided, however, that such structure must be a minimum of 1,000 square feet and otherwise comply with the Dedictory Instruments and match the design and composition of the primary residence and other structures located on the Lot.

o. *Water Supply and Sewage Disposal.* No water well may be drilled or equipped unless it is located in an approved location and meets all state, federal and local requirements. No sewage storage, on site sewage facility, or processing system shall be constructed or used unless it is located in an approved location and meets all state, federal and local requirements.

p. *Emergency Access Easement.* There is reserved an emergency access easement for Lot No.'s thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), forty-one (41), forty-two (42), forty-three (43), forty-four (44), forty-five (45), forty-six (46), forty-seven (47), forty-eight (48), forty-nine (49), fifty (50), fifty-one (51), fifty-two (52), fifty-three (53) and fifty-four (54) of Serenity Springs, Phase Two, a subdivision in Burnet County, Texas as shown by plat recorded under instrument no. 202214418 of the official public records of Burnet County, Texas. The terms of this access are outlined under that certain recorded easement to which reference is herein made for all purposes, and access over such Easement Property is strictly limited to the Dominant Property described therein.

q. *Overhead Electric Lines.* Electrical lines may be overhead or

underground for the main subdivision feed trunk line.

3. *Building Materials for Residences and Structures*

a. *Roofs.* Only architectural composition roofing shingles, wood shingles, standing seam metal or tile roofing material may be used on Residences and Structures. All roof stacks must be painted to match the roof color and all roofs must maintain a minimum pitch of 4/12.

Nothing herein shall be interpreted to prohibit or restrict a property owner who is otherwise authorized to install shingles on the roof of the owner's property from installing shingles that are (1) designed primarily to be wind and hail resistant, (2) provide heating and cooling efficiencies greater than those provided by customary composite shingles or (3) provide solar generation capabilities; and that, when installed: (A) resemble the shingles used or otherwise authorized for use on property in the subdivision; (B) are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision; and (C) match the aesthetics of the property surrounding the owner's property.

b. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.

c. *Exterior Walls.* The front of all Residences must be comprised of 100% Masonry. The remaining exterior walls, individually, including exposed foundation, of stone or brick, minus windows and doors, unless otherwise approved by the ACC, must be comprised of at least 25% Masonry. All other siding and trim must be comprised of HardiPlank style cement board. No vinyl or wood siding will be allowed. Log cabins are permitted, provided they are constructed of hewn logs and are protected from rotting.

d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

e. *Views.* No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property or any other Lot, and the positioning of all Improvements upon Lots within the Property is hereby expressly made subject to ACC review and approval. The ACC may, but shall not be required to prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot. Rather, the Committee may consider the effect the Improvement will have on the Property as a whole.

E. Property Owners Association

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

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

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

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned as specified in the Bylaws, and shall include any lots Owned by Declarant in annexed property. The Class B Membership ceases and converts to Class A Membership on the earlier of –

i. when the Class A Members' votes exceed the total of Class B Member's votes or

ii. December 31, 2032.

F. ACC

1. *Establishment*

a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.

b. *Members.* The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve until replaced by the Board or they resign.

d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. *Procedures*

i. *Complete Submission.* Within 14 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 10 days after complete submission, the submitted plans and specifications are deemed approved.

c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 5 days after the ACC's action. The Board shall determine the appeal within 7 days after timely notice of appeal is given. The determination by the Board is final.

d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. *Assessments*

1. *Authority.* The Property Owners Association may levy Assessments to promote

the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, to improve and maintain the streets and roadways of the Subdivision and to improve and maintain the Common Areas.

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

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

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

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Annual Assessment is \$700.00.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected annually in advance, payable on the first day of January.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessment's will be collected within 30 days of written notice

7. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

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

9. *Delinquent Assessments.* Any Assessment not paid within 14 days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of 10 percent of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of 5 percent per year. The Board may change the late charge and the interest rate.

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

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

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

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

I. Common Area

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

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of 2/3rd's of the Members at a meeting in accordance with the

Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.
3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board. Declarant reserves the right to grant, convey or reserve easements on, over and across Common Areas.
4. *Roadway Easements:* The streets and roadways shown on the Plat are private roadways that will be maintained by the Association and the Association is authorized to pay for such maintenance and associated expenses from Regular and Special Assessments as may be authorized by the Board. There is herein reserved for the benefit of an Owner, an easement over and across the streets and roadways shown on the Plat for ingress to and egress from the Owners Lot or Lots to and from a public right of way. An Owners use of the streets and roadways is subject to the Dedicatory Instruments and rules that may be promulgated by the Board, but in no event may an Owners right to use the streets and roadways be suspended due a violation of the Dedicatory Instruments.

J. General Provisions

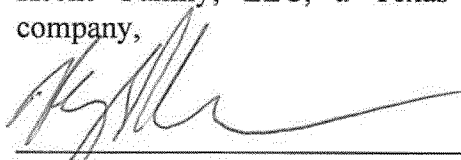
1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.
3. *Corrections.* The Declarant may, during the Declarant Control Period and after such time frame the Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
4. *Amendment.* This Declaration may be amended at any time by Declarant during the Declarant Control Period and after the expiration of such, by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Declarant or by the Property Owners Association and recorded.
5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.
6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
7. *Notices.* All notices must be in writing and must be given as required or

permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* At any time during the Declarant Control Period, or after the expiration of such, upon written approval of the Board and not less than 75 percent of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

9. *Future Development and Reservation of Easement.* Declarant hereby reserves, for itself and its heirs, successors and assigns a perpetual non-exclusive easement over and across the streets and roadways shown on the Plat, as an easement for pedestrian and residential and commercial vehicular ingress and egress to other lands owned by Declarant or Declarant's heirs, successors and assigns, to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and/or install utilities to other lands owned by Declarant or Declarant's heirs, successors and assigns, and to improve, develop and construct residential or commercial improvements on other lands owned by Declarant or Declarant's heirs, successors and assigns together with all appurtenances and incidental improvements thereon. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried utilities, and underground franchise utilities.

Keene Family, LLC, a Texas limited liability company,

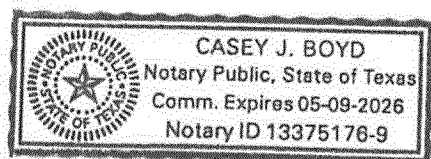


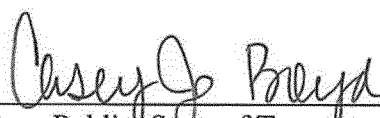
Brady Keene, Manager

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on November 2, 2022, by Brady Keene, a Manager of Keene Family, LLC, on behalf of Keene Family, LLC, a limited liability company.




 Notary Public, State of Texas
 My commission expires: 5-9-26

After recording, please return to:
 Henson & Rockafellow, PLLC
 117 E. Jackson St.
 Burnet, Texas 78611
 Tel: (512) 756-4100
 Fax: (512) 756-2900

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022124870

Pages: 18 Fee: \$90.00

11/03/2022 11:52 AM

MBARRICK



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas