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SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

GOLDENWOOD SECTION II

STATE OF TEXAS X
COUNTY OF HAYS X KNOW ALL MEN BY THESE PRESENTS:
X

WHEREAS, Goldenwood Properties, Inc., a Texas corporation, hereinafter referred to as the 'Declarant', has heretofore executed that certain Declaration of Covenants, Conditions and Restrictions filed of record in Volume 374, Page 425 of the Deed Records of Hays County, Texas, hereinafter called the 'Original Declaration', imposing on Goldenwood Section I, a subdivision in Hays County, Texas, according to the plat thereof recorded in Book 2, pages 249-250 of the Plat Records of Hays County, Texas, all those certain easements, covenants, conditions, restrictions, liens and charges therein set forth for the benefit of said property and each Owner thereof; and

WHEREAS, said Original Declaration contains provisions granting to Declarant, its successors and assigns, the right to bring within the scheme of such Original Declaration additional properties upon the terms set forth therein; and

WHEREAS, Declarant is the Owner of all that real property described in Article Three of this Supplemental Declaration; and

WHEREAS, the Declarant intends to convey, and will convey, the real property described in Article Three hereof, together with such additions as may hereafter be made thereto (as provided in Article Three hereof); and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the property described in Article Three hereof, and, to this end, desires to bring such property within the scheme of the Original Declaration and add it to the property now comprising the Subdivision, by subjecting such property to the easements, covenants, conditions, restrictions, liens and charges hereinafter set forth, each and all of which is and are for the benefit of such property and each Owner in the Subdivision; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and Common Properties in the Subdivision, to create an agency to which will be delegated and assigned the powers of 'maintaining and administering the Common Properties in the Subdivision and administering and enforcing the assessments and charges created in the Original Declaration and all Supplemental Declarations; and

WHEREAS, Goldenwood Property Owners' Association, Inc. has been incorporated under the laws of the State of Texas as a nonprofit corporation for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, it is hereby declared that the real property described in Article Three hereof is and shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions, liens and charges, which are for the purpose of protecting the value and desirability of said property, and which shall run with the land and be binding upon any and all persons having any right, title or interest in or to the said property or any part thereof, or their legal representatives, heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE ONE - DEFINITIONS

1. ASSOCIATION. 'Association' shall mean and refer to Goldenwood Property Owners' Association, Inc., a Texas nonprofit corporation, its successors and assigns.

2. COMMON PROPERTIES. 'Common Properties' shall mean and refer to all property owned, leased or held by the Association for the purposes of safety, transportation, communication, landscaping or security for the common use and benefit of its Members, including, but not limited to streets and roads which have been completed but have not been accepted by the appropriate governmental entity for maintenance, provided that no recreational facilities,

amenities or improvements shall be constructed or accepted by the Association as Common Properties without the unanimous approval of all Members voting.

3. DECLARANT. 'Declarant' shall mean and refer to Goldenwood Properties, Inc., a Texas corporation and its successors and assigns.

4. LOT. 'Lot' shall mean and refer to each and any of the plots of lands shown on the Subdivision plat(s) on which plot of land there is or will be built a residential dwelling. The term 'Lot' shall not include any reservations on said plat(s).

5. MEMBER. 'Member' shall mean and refer to every person or entity who holds membership in the Association.

6. OWNER. 'Owner' shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single-family residence, including contract purchasers.

7. SUBDIVISION. 'Subdivision' shall mean and refer to Goldenwood, Section I and Goldenwood Section II Subdivisions in Hays County, Texas, according to the maps or plats thereof recorded respectively in Book 2, Pages 249-250 and Book 2, Pages 263-264 of the Plat Records of Hays County, Texas, and all subsequent sections of Goldenwood being or to be developed by Declarant and brought within the scheme of this Declaration.

ARTICLE TWO - PURPOSE

The Subdivision is hereby encumbered by the covenants, conditions and restrictions hereinafter set forth to ensure the best and highest use and the most appropriate development and improvement of each Lot within the Subdivision for residential purposes; to protect the Owners of Lots against the improper use of surrounding Lots; to preserve, so far as practicable, the natural beauty of the Subdivision; to encourage and secure the erection of attractive, appropriately located improvements on each Lot; to secure and maintain the proper use of easements within the Subdivision; to preserve the lines of sight and views from the Lots and, in general, to provide for development of the highest quality to enhance the value of the investment made by Owners in purchasing Lots in the Subdivision.

ARTICLE THREE - PROPERTY SUBJECT TO THIS DECLARATION

1. DESCRIPTION. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of all of Goldenwood, Section II, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 2, Pages 263-264 of the Plat Records of Hays County, Texas (or any subsequently recorded plat thereof).

2. MINERAL EXCEPTION. There is hereby excepted from the Subdivision and Declarant will hereafter except from all its sales and conveyances of the Lots, all oil, gas and other minerals in, on and under the Lots.

3. ADDITIONAL LANDS. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including, without limitation, subsequent sections of Goldenwood Subdivision) upon the approval of the Board of Trustees of the Association, in its sole discretion. Any additions authorized under this and succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, and the execution thereof by members of the Board of Trustees of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Trustees. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a uniform, per lot basis, substantially equivalent to the maintenance charge and assessment imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

ARTICLE FOUR - GOLDENWOOD PROPERTY OWNERS' ASSOCIATION, INC.

1. CREATION. The Association has been formed for the purposes, charged with the duties and vested with the powers prescribed by law or set forth in the Articles of Incorporation and Bylaws thereof. Neither the Articles nor the Bylaws of the Association shall, for any reason, be inconsistent with the provisions of this Declaration. In the event of inconsistency between this Declaration and the Articles of Incorporation and/or Bylaws of the Association, the terms of this Declaration shall be controlling.

2. MEMBERSHIP.

(a) Every Owner (including the Declarant) of a Lot within the Subdivision shall automatically become a Member of the Association.

(b) Membership shall be appurtenant to and shall not be separated from Lot ownership. Membership shall be in accordance with the Articles and Bylaws of the Association.

3. VOTING RIGHTS.

(a) Each Lot shall be entitled to one (1) vote on all matters subject to voting approval of the Members of such Association; provided, however, that in the event of the resubdivision of any Lot, the number of votes to which such Lot is entitled shall be increased as necessary to retain the ratio of one (1) vote for each lot resulting from such resubdivision. No resubdivision shall be effective, for purposes of these Restrictions, unless the same is approved both by the Committee and by the appropriate governmental entity in accordance with the requirements of Article 974a, Texas Revised Civil Statutes, and duly recorded in the Plat Records of Hays County, Texas. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights shall continue to be determined according to the number of original Lots contained in such consolidated Lot.

(b) When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members. The vote for such Lot may be exercised as the Owners thereof mutually agree, but in no event shall the vote for such Lot exceed the total share vote to which each Lot is entitled as herein provided.

(c) Any Member in default in the payment of any assessment or the performance of any obligation imposed by this Declaration shall not be entitled to vote at any meeting of the Association so long as such default remains in existence.

(d) Notwithstanding anything to the contrary contained herein, until such time as Declarant has sold and conveyed seventy-five percent (75%) of the Lots in the Subdivision, each Lot owned by Declarant shall be entitled to two (2) votes on all matters subject to voting approval of the Members of the Association.

ARTICLE FIVE - MAINTENANCE AND ASSESSMENTS BY PROPERTY OWNERS' ASSOCIATION

1. MAINTENANCE. The Association shall maintain, preserve and operate the Association's Common Properties, including any security devices owned or leased by the Association, to the extent and the effect that the Association's Board of Trustees deems appropriate from time to time. The Association's responsibility to preserve Common Properties shall include, without limitation, an obligation to pay all taxes assessed against such Common Properties.

2. ASSESSMENTS ESTABLISHED. Each Owner of any Lot in the Subdivision, by acceptance of a deed and/or contract for deed therefor, whether or not it shall be so expressed in such deed and/or contract, is deemed to covenant and agree to pay to the Association: (i) monthly assessments or charges and (ii) any additional assessments which may be levied as the result of any maintenance expense incurred by the Association pursuant to Article Five, paragraph 7 or Article Seven, paragraph 26 of this Declaration. Such assessments shall be established and collected as hereinafter provided.

3. PURPOSES OF MONTHLY ASSESSMENTS. The regular monthly assessments levied by the Association shall be used exclusively to maintain, preserve and operate the Association's Common Properties for the benefit of its Members. Such purposes shall include, but not be limited to: providing utility services to Common Properties; paying ad valorem taxes on Common Properties; providing for the maintenance of streets, roads, thoroughfares and bridges which have been completed but have not been accepted by the appropriate governmental entity for maintenance; maintaining and operating security devices for the benefit and protection of Owners of Lots; maintaining and preserving Common Properties; and creating reasonable reserves for the future maintenance, preservation and operation of Common Properties.

4. AMOUNT OF MONTHLY ASSESSMENTS. The Declarant shall establish an initial budget for the Association; thereafter, the Association shall make a reasonable effort to establish a budget on or before December 1st of each year for the following calendar year. Such budget shall include an estimate of all expenses and reserves for which such Association shall be responsible. A monthly budget shall then be obtained by dividing the total estimated amount by twelve (12) months and the resulting monthly budget shall be prorated among the Members of such

Association by way of monthly assessments in accordance with the provisions of this Declaration. The initial monthly assessment as fixed by Declarant for each Lot subject to assessments shall be five dollars (\$5.00). The maximum monthly assessment for each Lot shall be as provided in the Bylaws of the Association.

5. UNIFORM BASIS OF ASSESSMENTS. Monthly assessments shall be fixed at a uniform basis for all Lots in accordance with Article Five, paragraph 11 hereof and may be collected on a monthly basis.

6. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATES. The monthly assessments provided for herein shall commence on the first day of the first month following the conveyance of such Lot from Declarant to an Owner, and shall continue thereafter at the discretion of the Association. The initial monthly assessment to be levied by the Association shall be as fixed by Declarant in Article Five, paragraph 4 hereof; thereafter, the Association's Board of Trustees shall fix the amount of the monthly assessment against each Lot at least thirty (30) days prior to January 1st of each calendar year and written notice of the amount of the Association's Board of Trustees shall be sent to the Owner of every Lot subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether or not the assessments on a Lot have been paid.

7. SPECIAL ASSESSMENTS. The Bylaws of the Association shall provide that a special meeting of the Members may be called as therein provided in the event that a natural disaster or other occurrence should cause loss or damage to the Common Properties, the proper repair or replacement of which Common Properties would exceed the Association's budget. At any regular or such special meeting, two-thirds (2/3) of the Owners may vote for the establishment and collection of a special assessment against all Lots in order to accomplish such needed repair or replacement within a reasonable period of time, provided that no special assessment may be established or collected for purposes other than as set forth above without the unanimous approval of all Owners voting.

8. PERSONAL OBLIGATION AND LIEN; REMEDIES OF THE ASSOCIATION FOR NONPAYMENT. There is hereby imposed a continuing lien on each Lot in the Subdivision to secure the payment of any assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Declarant or the Committee pursuant to Article Five, paragraph 7 or Article Seven, paragraph 26 hereof, and such lien shall, to the fullest extent permitted by law, bind such Lot or Lots in the hands of the then Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns. Any assessment authorized hereunder not paid on or before the date due shall be deemed delinquent. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner of such property at the time when such assessment falls due. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten percent (10%) per annum, and the Association may either (i) bring an action at law against the Owner personally obligated to pay the same, or (ii) foreclose said lien against the Lot, or (iii) both; and, in such event, there shall be added to the amount of such assessment interest as provided herein and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or security device or by abandonment of such Owner's Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien to secure payment of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the validity of an assessment lien hereunder. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien to secure payment of such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien securing the payment thereof. No extinguishment of any lien shall relieve the delinquent Owner from his personal obligation and liability for payment of the assessments therefor secured by that lien.

10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (i) All property dedicated and accepted by any local governmental authority and devoted to public use; and
- (ii) All Common Properties; and
- (iii) All Lots owned by the Declarant, provided, however, the Declarant shall have the obligation to pay from time to time, such sums as Declarant, in its judgment, determines to be its pro rata portion (based upon the number of Lots owned by Declarant) of the expenses paid by the Association from the assessments authorized hereunder.

11. CALCULATION OF ASSESSMENTS BY LOT. The ratio of the assessments made against each Lot by the Association shall be the same as the ratio of one (1) to the total number of Lots in the Subdivision subject to such assessment. The "total number of Lots" shall initially be the number of Lots shown on the original recorded plat of the Subdivision, but such total shall be subject to modification in order to reflect any future phases. An Owner may consolidate two (2) or more Lots for the purpose of constructing one single-family residence thereon; provided, however, that in the event of the consolidation of any two or more of the original Lots, such consolidation shall in no event have the effect of reducing the assessment due thereon, and such assessment shall continue to be based upon the number of original Lots contained in the consolidated Lot. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties or from the construction, relocation, installation or repair of security devices, or from any action taken to comply with any law, ordinance, or order of a governmental authority.

ARTICLE SIX - ARCHITECTURAL AND PROTECTIVE COMMITTEE

1. CREATION. An Architectural and Protective Committee (hereinafter sometimes referred to as the "Committee") shall be designated and composed of three (3) members, to be appointed by Declarant. The following persons are hereby designated as the initial members of the Committee: Randall Ashelman, Amy Moss, and Robert Shaw. Each member of the Committee shall serve for a term of two (2) years, unless such member sooner resigns by giving written notice of resignation to the remaining members of the Committee, or is removed at the direction of Declarant or its successors and assigns. The Committee shall serve at the pleasure of the Declarant, its successors and assigns, and a member of the Committee may be removed for any reason. When ninety percent (90%) of the Lots in the Subdivision are sold, Declarant shall delegate the authority to appoint members of the Committee to the Association by written notice, after which time the Board of Trustees of the Association shall have the right to appoint and remove members of the Committee.

2. SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS. A copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation; a site plan showing the location of any proposed structure or improvement; a landscaping plan; soil percolation test data; and any other information or documents which may be required by the Committee shall be delivered, together with any review fee which is imposed by the Committee in accordance with Article Six, paragraph 3, to the Committee at the offices of Goldenwood Properties, Inc., 2806 Nueces, Austin, Texas 76705, or such other address as may hereafter be designated in writing from time to time, not less than thirty (30) days prior to the date construction on a Lot is to be commenced. No structure or improvement, including but not limited to buildings, fences, walls, landscaping, pools, exterior lighting fixtures, security and emergency communications systems and radio-television antennae, shall be placed or altered on any Lot until the plans and specifications therefor and the builder which the Owner intends to use to construct the proposed structure or improvement have been approved in writing by a majority of the members of the Committee. The Committee may, in reviewing such plans and specifications, consider any information which it deems proper, including, without limitation, any permits or percolation tests which may be required by the Committee or any other entity; information relating to the question of whether any proposed improvement would unreasonably obstruct the view from neighboring Lots; harmony of external design and location in relation to surrounding structures, topography and finished grade elevation; and the identity of the builder which an Owner proposes to use to construct the proposed structure or improvement. The Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or improvement, if approved, shall remain in the possession of the Committee until the Subdivision is built out in its entirety. Site plans must be approved by the Committee prior to the clearing of any Lot or the construction of any improvements thereon. The Committee may refuse to approve plans and specifications for proposed improvements on any grounds which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing plans and specifications, the Committee shall consider, but not be limited by, the purposes set forth in Article Two of this Declaration.

3. ADOPTION OF RULES. The Committee shall have the authority to adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder. In addition, the Committee shall have the power and authority to impose a reasonable charge not in excess of \$100 as it deems necessary or convenient for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges shall be held by the Committee and used to defray the administrative expenses incurred by the Committee in performing its duties hereunder; provided, however, that any excess funds held by the Committee shall be distributed to the Association at the end of each calendar year.

4. ACTIONS OF THE COMMITTEE. The Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting shall constitute an act of the Committee.

5. FAILURE TO ACT. In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of twenty-one (21) days following such submission, no approval by the Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such twenty-one (21) day period shall not begin to run until all information required to be submitted by the Committee to assist in its review of any plans or specifications has been received by the Committee. Any failure of the Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Committee's written approval of all requests for variances shall be expressly required.

6. VARIANCES. The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration hereinafter placed of record, including, but not limited to, restrictions upon height, Size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials, or land use, when, in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.

7. DURATION OF APPROVAL. The approval or consent of the Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Committee not stating a different period of effectiveness shall be valid for a period of three (3) months only. In the event construction in accordance with such plans and specifications or variance is not commenced on a Lot within such three (3) month period, the Owner of the Lot shall be required to resubmit such plans and specifications or request for a variance to the Committee, and the Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Article and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.

8. NO WAIVER OF FUTURE APPROVALS. The approval or consent of the Committee to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval by the same or a different person, nor shall such approval or consent be deemed to establish a precedent for future approvals by the Committee.

9. NONLIABILITY OF COMMITTEE MEMBERS. Neither the Committee, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Committee or its member, as the case may be.

ARTICLE SEVEN - LAND USE AND ARCHITECTURAL RESTRICTIONS

1. LAND USE AND BUILDING TYPES. All Lots shall be used only for single-family residential and recreational purposes in accordance with these covenants, conditions and restrictions, and no building or improvement shall be erected, altered, placed or permitted to remain on any Lot except as authorized under the terms and conditions hereof. All buildings shall be subject to such height limitations as the Committee may judge necessary to preserve lines of sight and views from neighboring Lots.

2. MINIMUM FLOOR AREA AND ROOFS. Any single-family dwelling constructed on a Lot must have a floor

area of not less than 1,200 square feet, exclusive of open and closed porches, terraces, patios, balconies, driveways and garages.

3. SETBACKS. No building shall be located on any of the Lots nearer than fifty (50) feet from any front or rear Lot line, nearer than fifty (50) feet from any street or cul-de-sac, or nearer than twenty-five (25) feet from any side Lot line. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring Lots. The Committee shall be entitled to review and modify the setback requirements for Lots for which compliance with the foregoing setback requirements might be difficult or impossible.

4. DRIVEWAYS. All private roads and driveways on any Lot shall be constructed of all-weather surfacing materials and properly maintained, and the portion of the private road or driveway between the street and the front line of a Lot (within the street right-of-way) shall be paved and properly maintained at the Lot Owner's expense in accordance with Hays County paving specifications. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be subject to the approval of the Committee.

5. PETS AND LIVESTOCK. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that:

(a) Domestic pets may be kept confined at all times inside any residence on a Lot; and

(b) No more than one dog, horse, pony, dairy cow, goat or sheep may be kept for the first full two (2) acres and for each additional full three (3) acres per Lot, if fenced in a manner and location acceptable to the Committee, if never allowed to run at large within the Subdivision and if kept for non-commercial purposes. No animal(s) may be kept which, in the sole discretion of the Committee, shall create any noise or odor nuisance or shall endanger the landscape or ecology by overgrazing.

6. CAMPING. The only camping allowed shall be temporary recreational camping for periods of one (1) week or less and which, in the sole discretion of the Committee, does not create a noise or visual nuisance. No permanent or temporary outdoor latrines shall be allowed.

7. PROHIBITED STRUCTURES. Only in connection with camping allowable under paragraph 6 of this Article shall tents, trailers or motor homes be erected and/or used on any Lot and in such case only for periods of one (1) week or less. No other structure of a temporary character, including trailers, basements, tents, shacks, horse trailers, or other outbuildings, shall be erected and/or used on any Lot at any time, either temporarily or permanently. No mobile home shall be placed on any Lot at any time, either temporarily or permanently.

8. COMPLETION OF STRUCTURES. The exterior of each house or other improvement shall be completed and finished within six (6) months of the earliest to occur of (i) the placement of building materials on the Lot, or (ii) the commencement of foundation work for the structure, or (iii) the commencement of on-site work on the structure itself.

9. SEWAGE DISPOSAL. All soil-absorption sewage disposal systems must be constructed in conformity with the restrictions outlined on the recorded plat of the Subdivision. In addition, no soil-absorption sewage disposal systems or components thereof may be installed on any Lot without the prior written approval of the Committee. The Committee is hereby authorized to consider, without limitation, when evaluating proposed plans for soil-absorption sewage disposal systems: (i) the soil percolation rate and known subsurface geology of the proposed drainfield site; (ii) the projected load upon the sewage disposal system in view of the planned number of bedrooms, water conservation devices, etc.; and (iii) the cost effectiveness of alternative systems. The Committee is hereby authorized to set such standards for acceptable sewage disposal systems in excess of the minimum standards set by appropriate governmental entities as the Committee, in its sole discretion, shall deem necessary to protect the environmental integrity of the Subdivision and the health of its residents.

10. BUTANE AND FUEL TANKS. No butane or fuel tank or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot unless expressly authorized in writing by the Committee.

11. FENCES. Any fence, wall, hedge or other similar structure or improvement shall be approved by the Committee with respect to location, height, type and materials.

12. SIGNS. No signs of any character shall be allowed on any Lot except those approved prior to erection by the

Committee for purposes of identification or sale of a Lot or the residence thereon.

13. TRUCKS, BUSES, TRAILERS AND BOATS. No bus, semi-trailer, machinery, equipment, or truck larger than a 3/4 ton pickup shall be kept, placed, maintained, constructed, or repaired on or in the street in front of any Lot, except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on or in front of any Lot in such manner as to be visible from neighboring property.

Motor homes, recreational house trailers, horse trailers, truck campers, boats, boat trailers and recreational vehicles of any type kept on a Lot shall be kept within a garage or in such a manner as to not be visible from neighboring property. No motorized vehicle of any kind shall be operated in any manner which is dangerous, noisy, or creates a nuisance in the opinion of the Committee.

14. PARKING. On-street parking shall be prohibited, except in emergency circumstances.

15. DUMPING, RUBBISH, GARBAGE AND STORAGE. No Lot shall be used or maintained as a dumping ground for rubbish or trash, nor may such materials be buried or burned on any Lot, and all garbage or other waste shall be kept in sanitary containers. All garbage, storage, and disposal containers shall be kept in a clean and sanitary condition, and the location and type of such containers shall be subject to the approval of the Committee.

16. FIREARMS. No firearms, fireworks or explosives shall be discharged or openly displayed on any Lot. No hunting, including hunting with bow and arrow, shall be permitted within the Subdivision.

17. COMMERCIAL ACTIVITIES. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that model homes and/or sales offices may be constructed and maintained by Declarant, its successors and assigns, in connection with the development of and the construction and sale of houses in the Subdivision. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee.

18. ANNOYANCE OR NUISANCE. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood, in the sole discretion of the Committee. No clothesline or air conditioner window units shall be visible from a neighboring Lot without the written consent of such neighboring Owner. No unsightly or elaborate radio or television antennae shall be permitted; provided, however, that conventional antennae for normal household radio and television viewing purposes may be maintained, subject to the approval of the Committee as to appearance, height and location. All exterior lighting shall be subject to review and approval by the Committee, and no offensive exterior lighting shall be permitted.

19. TOXIC SUBSTANCES. The Committee shall have the right to prohibit the storage and/or application on Lots of those toxic substances including, without limitation, herbicides and pesticides, which, in the sole discretion of the Committee, present an unreasonable hazard to human health or environmental quality due to the location, type or amounts of such storage and/or application.

20. TREES. No trees having a diameter of five (5) inches or more, measured one foot above natural ground level, shall be removed from any Lot without the consent of the Committee; provided that, subject to Article Seven, paragraph 2 hereof, an Owner may remove or cause to be removed without such consent cedar trees of any size as may be necessary to clear a homesite of up to five thousand (5000) square feet in size and a right-of-way for a driveway thereto no more than twenty-five (25) feet in width. Any tree stumps shall also be promptly removed.

21. SURFACE MINING. No quarrying or surface mining operations shall be permitted upon or in any Lot.

22. CREEK AND TRIBUTARY OBSTRUCTIONS. No obstructions of any type, including, but not limited to, fences, dams, and concrete walkways, shall be placed in, on or across the bed of any creek or drainage course adjoining or running through any Lot in the Subdivision, without the written consent of the Committee.

23. RESUBDIVISION AND CONSOLIDATION. None of the Lots in the Subdivision shall be resubdivided, unless such resubdivision is expressly approved in writing by the Committee. Only one single-family dwelling shall be erected on any one Lot. No resubdivision shall result in a Lot or Lots smaller in area than two (2) acres. An Owner may consolidate two or more Lots for the purpose of constructing one single-family dwelling thereon.

24. EASEMENTS. In addition to the easements and setbacks shown and referenced on the plat of record for the Subdivision, there is hereby reserved to Declarant, its successors and assigns, easements on, over and under each Lot for the placement of braces, guy-wires and anchors relating to utility lines placed within the public utility easements shown on the plat of record for the Subdivision, and there is also hereby reserved to Declarant, its successors and assigns, and a utility easement within the street, road and thoroughfare rights-of-way shown on the plat of record for the Subdivision. The right of use of any easement shall include at all times the right of ingress and egress, for the installation, operation, maintenance, repair, or removal of any utility facilities, together with the right of removal of any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation or installation of such utility facilities. An easement is hereby granted to all law enforcement, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Lots to render any service.

25. WATER WELLS. Water wells shall be properly located, cased and maintained in order to prevent the contamination or unnecessary depletion of the aquifers underlying the Subdivision, and in no case shall a water well be drilled within one hundred fifty (150) feet of a septic drainage field. Each Owner shall promptly provide the Committee with a driller's log of any well drilled on the Owner's Lot. No water shall be transported for commercial purposes off the premises, and houses within the Subdivision shall be constructed with such water-conservation devices as the Committee from time to time may prescribe.

26. MAINTENANCE REQUIREMENTS. In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Association, acting through the Committee, its agents and employees, shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon at the expense of Owner.

The Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot. In the event that the Association or the Committee incurs any expense in maintaining all or any portion of a Lot, the costs thereof shall be charged to and paid by the Owner of such Lot. If such Owner fails to pay such costs upon demand, the Association shall have the right to maintain an action in a court of appropriate Jurisdiction to recover any sums so expended. In addition, the Association shall be entitled to pursue the remedies set forth in Article Five, paragraph 2 of this Declaration.

ARTICLE EIGHT - GENERAL PROVISIONS

1. ENFORCEMENT. The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Any failure to enforce the covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter, and any violation of these covenants shall not affect the lien of any mortgage or deed of trust or of any secured party. Any person or entity found by a court of appropriate Jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses and reasonable attorneys fees incurred in connection with the enforcement hereof.

2. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by Judgment or court order shall in no way affect the validity of any other provision hereof, and all such other provisions shall remain in full force and effect.

3. AMENDMENT AND DURATION. The covenants, conditions and restrictions of this Declaration may be amended or changed by written instrument duly recorded in the Hays County Deed Records and signed by not less than three-fourths (3/4) of the then Owners of the Lots in the Subdivision, provided that no amendments or changes shall be allowed which shall increase the burdens or limitations imposed hereby on any Lot then subject hereto without the joinder thereto or ratification thereof by the then Owner of the Lot as to which burdens or limitations imposed are thereby increased. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded. After such twenty (20) year period, said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended as provided herein.

EXECUTED, this 4th day of June, A.D., 1982.

GOLDENWOOD PROPERTIES, INC.
a Texas Corporation

Walter Reifslager III, President

GOLDENWOOD PROPERTY OWNERS' ASSOCIATION, INC.,
A Texas Nonprofit Corporation

Constance C. Austin

E. Paul Frels, Trustee

Amy L. Moss, Trustee

Walter Reifslager III, Trustee

Robert L. Shaw, Trustee

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

Before me, the undersigned authority, on this day personally appeared Walter Reifslager III, President of GOLDENWOOD PROPERTIES, INC., a Texas corporation, and Constance C. Austin, E. Paul Frels, Amy L. Moss, Walter Reifslager III and Robert L. Shaw, Trustees of GOLDENWOOD PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the persons, officers and trustees whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporations, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of June, 1982.

Marian G. McFadden, Notary Public,
Travis County, Texas
My Commission expires 12/19/84.

RULES OF THE BOARD OF TRUSTEES
OF GOLDENWOOD PROPERTY OWNERS ASSOCIATION
A NON-PROFIT TEXAS CORPORATION

Pursuant to the authority granted the Board of Trustees by the Articles of Incorporation of the Goldenwood Property Owners Association including, without limitation, the authority granted by Article V, subparagraph 3, thereof, be it resolved that, by vote of the Board of Trustees on April 19, 1994, pursuant to the By-laws of the Association, the following rules are adopted and are hereby applied to all properties and all property owners falling under the jurisdiction of the Board of Trustees of the Goldenwood Property Owners Association:

RULE NO. 1:

NOTICE TO BUILDERS AND PROPERTY OWNERS

Any property owner who, either in person or through a person or entity subject to said property owner's control, fails to comply with the Supplemental Declarations of Covenants, Conditions and Restrictions governing the Association and the property subject to the Association's jurisdiction specifically including, but without limitation, Articles VI and VII thereof regarding the required submission and approval of plans and specifications for Architectural and Protective Committee review and regarding land use and architectural restrictions may, upon notice by the Architectural Protective Committee and approval by the Board of Trustees be fined and assessed an amount not to exceed \$50.00 per day for each day of non-compliance with said Covenants following notice of non-compliance, by the Architectural Protective Committee. Said assessments may be enforced by the filing of a lien therefore against the title of the non-complaint properly. The referenced Supplemental Declarations of Covenants, Conditions and Restrictions are on file with the Associations' Secretary or may be reviewed in the Hays County Real Property Records.

RULE NO. 2:

(Reserved).

RULE NO. 3:

(Reserved).

Signed by: Trustee William David Coffey
Trustee Julie McKeon
Trustee Gary Ballard
Trustee Bob Egan
Trustee Bart Jennings

IN WITNESS WHEREOF, I have hereunto affixed my name as secretary and have caused the corporate seal of said corporation to be hereto affixed this 8th day of May, 1994.

Secretary Julie McKeon

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Bart Jennings known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that these are the facts as known to him.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 day of August 1995.

Laura Wiley
Notary Public in and for Travis County
RULES OF THE BOARD OF TRUSTEES
OF GOLDENWOOD PROPERTY OWNERS ASSOCIATION
A NON-PROFIT TEXAS CORPORATION

Pursuant to the authority granted the Board of Trustees by the Articles of Incorporation of the Goldenwood Property Owners' Association including, without limitation, the authority granted By Article V, subparagraph 3, thereof, be it resolved that, by vote of the Board of Trustees on 13th day July, 1995, pursuant to the By-laws of the Association, the following rules are adopted and are hereby applied to all properties and all property owners falling under the jurisdiction of the Board of Trustees of the Goldenwood Property Owners' Association:

RULE NO. 2:

NOTICE TO BUILDERS AND PROPERTY OWNERS

In reference to the development of private roads and driveways, all property owners and/or contractors contemplating construction on a lot in Goldenwood subdivision shall plat an all-weather road to the building site and have it approved by the Architectural Protective Committee (APC) of the Goldenwood subdivision. Roads must be built in place and approved by the APC prior to any construction on the lot.

RULE NO. 3:

(Reserved)

Signed by: Trustee Julie McKeon
Trustee Patricia Obeso Olguin
Trustee Gary Ballard
Trustee Bob Egan
Trustee Bart Jennings

IN WITNESS WHEREOF, I have hereunto affixed my name as secretary and have caused the corporate seal of said corporation to be hereto affixed this 25th day of July, 1995.

Secretary Julie McKeon

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Bart Jennings known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that these are the facts as known to him.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6 day of September 1995.

Laura Wiley
Notary Public in and for Travis County