

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

**CIELO RIO RANCH
PHASE I, PHASE II AND PHASE III A**

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AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
 CIELO RIO RANCH
 PHASE I, PHASE II and PHASE III A

THE STATE OF TEXAS §
 §
 COUNTY OF BANDERA §

WHEREAS, Cielo Rio Ranch, Ltd. caused those certain instruments entitled: "Declaration of Covenants, Conditions and Restrictions of Cielo Rio Ranch" to be recorded in Volume 718, Page 1, of the Official Public Records of Bandera County, Texas, as amended by the "First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cielo Rio Ranch Phase I" recorded in Volume 748, Page 35, of the Official Public Records of Bandera County, Texas; the "Declaration of Covenants, Conditions and Restrictions of Cielo Rio Ranch Phase II" to be recorded in Volume 766, Page 540, of the Official Public Records of Bandera County, Texas; and the "Declaration of Covenants, Conditions and Restrictions of Cielo Rio Ranch Phase III A" to be recorded in Volume 815, Page 604, of the Official Public Records of Bandera County, Texas (collectively referred to herein as the "**Original Declarations**"); and

WHEREAS, the Original Declarations impose various covenants, conditions and restrictions on the real property known as Cielo Rio Ranch Phase I, Phase II and Phase III A, as described in the Original Declarations and also described on Exhibit A-1 attached hereto (such real property being referred to herein as the "**Property**" or "**Cielo Rio Ranch**"); and

WHEREAS, Lantana Land Company, LLC ("**Lantana**" or "**Declarant**"), pursuant to that certain Substitute Trustee's Deed recorded on December 1, 2015, in Volume 1031, Page 1, of the Official Public Records of Bandera County, Texas, acquired, as Declarant, all rights and interests under the Original Declarations; and

WHEREAS, the Original Declarations do not include provisions relating to amendment of the Original Restrictions; and

WHEREAS, Section 209.0041(h-2) of the Texas Property Code provides that, if a declaration or restrictive covenants is/are silent as to voting rights for an amendment, the

declaration or restrictive covenants may be amended by a vote of owners owning sixty-seven percent (67%) of the lots subject to the declaration or restrictive covenants; and

WHEREAS, Declarant and Owners owning not less than sixty-seven percent (67%) of the lots in Cielo Rio Ranch desire to amend and restate the Original Declarations, in their entirety, by virtue of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch - Phase I, Phase II and Phase III A.

NOW THEREFORE, Declarant and Owners cumulatively owning not less than sixty-seven percent (67%) of the lots in Cielo Rio Ranch hereby amend and restate the Original Declarations, in their entirety, so that the Property will be governed by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch - Phase I, Phase II and Phase III A (the "Declaration"). Upon the effective date of this Declaration: (i) all of the Property will be held, sold, conveyed, and occupied subject to the easements, restrictions, covenants, and conditions set forth herein which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof will conclusively be deemed to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether the covenants, conditions and restrictions are included or referred to in said contract or deed.

ARTICLE I **DEFINITIONS**

As used in this Declaration, the terms set forth below have the following meanings:

A. ANNUAL MAINTENANCE CHARGE - The annual assessment made and levied by the Association against each Owner and his Lot in accordance with the provisions of this Declaration.

B. ARCHITECTURAL REVIEW COMMITTEE - The Architectural Review Committee established and empowered in accordance with Article III of this Declaration.

C. ASSOCIATION - The Community Association at Cielo Rio, Inc., a Texas non-profit corporation, its successors and assigns.

- D. BOARD or BOARD OF DIRECTORS** - The Board of Directors of the Association.
- E. BUILDER** - A person or entity other than Declarant who either purchases a Lot within the Community for the purpose of constructing a Residential Dwelling thereon or is engaged by the Owner of a Lot within the Community for the purpose of constructing a Residential Dwelling on the Owner's Lot.
- F. BYLAWS** - The Bylaws of the Association.
- G. CERTIFICATE OF FORMATION** - The Certificate of Formation of the Association.
- H. COMMON AREA** - Any real property and improvements thereon owned or maintained by the Association for the common use and benefit of the Owners.
- I. COMMUNITY** - The Property, together with all Improvements now or hereafter situated thereon and all rights and appurtenances thereto.
- J. DECLARANT** - Lantana Land Company, LLC, a Texas limited liability company, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Bandera County, Texas.
- K. DECLARANT CONTROL PERIOD** - The period of Declarant control of the Association during which Declarant may appoint and remove Board members and the officers of the Association, other than Board members elected by Owners other than Declarant, as provided in the Bylaws of the Association. The Declarant Control Period will exist as long as Declarant owns ten percent (10%) or more of the total Lots contemplated in the general plat for Cielo Rio Ranch including land owned by Declarant but not yet platted, unless Declarant terminates the Declarant Control Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Bandera County, Texas.
- L. GUIDELINES** - Guidelines includes Builder Guidelines, which address new construction, and Architectural Guidelines, which address all other modification and improvements after the initial construction of a Residential Dwelling. Guidelines are established by Declarant for the purpose of outlining the minimum acceptable standards for a Residential Dwelling and related Improvements on a Lot. During the Declarant Control Period or as long as Declarant has architectural control authority over new Residential Dwelling construction, whichever is longer, Declarant has the authority to revise the Guidelines from

time to time as deemed appropriate; provided that, any revisions to the Guidelines may be applied prospectively, not retroactively. Thereafter, the Board of Directors will have the authority to revise the Guidelines. In the event of any conflict between the Guidelines and the Declaration, the Declaration will control. However, the documents must be read together in an effort to avoid conflicts and harmonize all provisions.

M. IMPROVEMENT - Any Residential Dwelling, building, structure, fixture, driveway, sidewalk, patio, fence, any transportable structure placed on a Lot, whether or not affixed to the land, landscaping and any addition to, or modification of an existing Residential Dwelling, building, structure, fixture, driveway, sidewalk, patio, fence, transportable structure or landscaping.

N. LOT or LOTS - Each of the lots shown on a recorded Plat, save and except Lots 1-6, Block A and Lot 1, Block B (collectively the "Commercial Lots") out of Cielo Rio Ranch Phase 1 recorded under Volume 6, Page 335, of the Plat Records of Bandera County, Texas, which Commercial Lots are not subject to the provisions of this Declaration.

O. MAINTENANCE FUND - Any accumulation of the Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration and interest, penalties, assessments and other sums and revenues collected by the Association pursuant to the provisions of this Declaration.

P. MEMBER or MEMBERS - All Owners who are Members of the Association as provided in Article IV hereof.

Q. MORTGAGE - A security interest, mortgage, deed of trust, or lien instrument granted by an Owner by an institutional lender to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Bandera County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements thereon.

R. OWNER or OWNERS - Any person or persons, firm, corporation or other entity or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

S. PLANS - The final construction plans and specifications (including a related site plan) of any Residential Dwelling or other Improvement of any kind to be erected, placed, constructed, maintained or altered on a Lot.

T. **PLAT** - The plat for Cielo Rio Ranch Phase 1 recorded under Volume 6, Page 335, of the Plat Records of Bandera County, Texas; the plat for Cielo Rio Ranch Phase 2 recorded under Volume 6, Page 361, of the Plat Records of Bandera County, Texas; the plat for Cielo Rio Ranch Phase 3A recorded under Volume 7, Page 44, of the Plat Records of Bandera County, Texas; the plat for any other section of the Community hereafter annexed and subjected to the provisions of this Declaration recorded in the Plat Records of Bandera County, Texas; and any replat of any such plats.

U. **PROPERTY** - Cielo Rio Ranch Phase I, Cielo Rio Ranch Phase 2, and Cielo Rio Ranch Phase 3A, subdivisions in Bandera County, Texas as shown on the Plat and any other property that may be subjected to the provisions of this Declaration by annexation document duly executed by Declarant and recorded in the Official Public Records of Real Property of Bandera County, Texas. Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the right to direct the size, shape, and composition of the Property until such time that all of the Lots that may be created have been made a part of the Property, the subject of this Declaration, and the jurisdiction of the Association, and such Lots have been conveyed to Owners other than Declarant.

V. **RESIDENTIAL DWELLING** - The single family residence and appurtenances constructed on a Lot.

W. **RULES AND REGULATIONS** - Rules adopted from time to time by the Board concerning the management and administration of the Community for the use, benefit and enjoyment of the Owners, including Rules and Regulations governing the use of any Common Area.

X. **UTILITY COMPANY or UTILITY COMPANIES** - Any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II
PROVISIONS RELATING TO USE, PERMITTED IMPROVEMENTS AND
ARCHITECTURAL DESIGN

SECTION 2.1. USE RESTRICTIONS.

A. **GENERAL.** The Property will be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

B. **SINGLE FAMILY RESIDENTIAL USE.** Each Owner must use his Lot and the Residential Dwelling on his Lot for single family residential purposes only. As used herein, the term "single family residential purposes" is deemed to specifically prohibit, but without limitation, the business use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the Residential Dwelling for residential purposes. As used herein, the term "unobtrusive" means, without limitation, that there is no business, professional or commercial related sign, logo or symbol displayed on the Lot; there are no clients, customers, employees or the like who go to the Lot for any business, professional or commercial related purpose on any regular basis; and the conduct of the business, professional, or commercial activity is not otherwise apparent by reason of noise, odor, vehicle and/or pedestrian traffic and the like. As used herein, the term "incidental to the primary use of the Lot" means, without limitation, that materials, chemicals, or equipment may not be stored at the Lot in types or in quantities not generally applicable to residential purposes.

No Owner may use or permit such Owner's Lot or the Residential Dwelling or other Improvement on the Lot to be used for any purpose that would (i) void any insurance in force with respect to the Community; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (iv) constitute a violation of the provisions of this Declaration or any applicable law or (v) unreasonably interfere with the use and occupancy of the Community by other Owners.

An Owner of a Lot is entitled to lease the Lot only for single family residential purposes. No Owner is permitted to lease the Owner's Lot for hotel or transient purposes. No Owner may lease his/her Lot for a term that is less than six (6) months. Every lease must provide that the lessee is bound by and subject to all the obligations under this Declaration and a failure to do so will be a default under the lease. The Owner making such lease is not relieved from any

obligation to comply with the provisions of this Declaration. No Owner is permitted to lease a room in the Residential Dwelling or other structure on a Lot or any portion less than the entirety of the Lot and Residential Dwelling and other Improvements on the Lot.

Unless otherwise approved in writing by Declarant during the Declarant Control Period and, thereafter, by the Board of Directors, not more than one (1) full-time, live-in domestic worker, "nanny" or the like is entitled to reside on a Lot; for purposes of this Section, a domestic worker, nanny or the like is considered an immediate member of the family occupying the Lot.

No garage sale, rummage sale, moving sale or similar type of activity is permitted on a Lot. However, the Board may, in its absolute discretion, establish a date for a community-wide garage sale or allow a one-time estate sale if requested and approved in writing in advance.

C. PASSENGER VEHICLES. Except as provided in Section 2.1, paragraph D, below, no Owner or occupant of a Lot, including all persons who reside with such Owner or occupant of the Lot or guests of such Owner or occupant, may park, keep or store a vehicle on the Lot which is visible from any street in the Community or any neighboring Lot other than two (2) passenger vehicles or pick-up trucks and then only if parked on the driveway for a period not exceeding seventy-two (72) consecutive hours. For purposes of this Declaration, the term "passenger vehicle" is limited to (a) a vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and (b) a sport utility vehicle used as a family vehicle (whether or not the sport utility vehicle displays a passenger or truck vehicle license plate); the term "pick-up truck" is limited to a one (1) ton capacity pick-up truck which has not been adapted or modified for commercial use other than the display of a business, professional, or commercial related sign, logo, or symbol. No passenger vehicle or pick-up truck owned or used by the residents of a Lot is permitted to be parked overnight on any street in the Community. No passenger vehicle or pick-up truck is permitted to be parked on any unpaved portion of a Lot.

No inoperable vehicle of any kind may be parked, kept or stored in a street or on a Lot if visible from any street in the Community or any neighboring Lot. As used herein, a vehicle is deemed to be inoperable if it does not display all required current permits and licenses, it is on a jack or does not have fully inflated tires, or it is not otherwise capable of being legally operated on a public street or right of way.

D. OTHER VEHICLES. No pick-up truck in excess of one (1) ton capacity, commercial vehicle, mobile home trailer, utility trailer, recreational vehicle, boat or the like may be parked, kept or stored in a street or on a Lot if visible from any street in the Community or any neighboring Lot. A pick-up truck in excess of one (1) ton capacity, commercial vehicle, mobile home trailer, utility trailer, recreational vehicle or boat may be parked in a garage on a Lot; however, if parked in a garage, there must be adequate space in the garage and on the driveway for all passenger vehicles used or kept by the Owner or occupant of the Lot.

E. VEHICLE REPAIRS. No passenger vehicle, pick-up truck, mobile home trailer, utility trailer, recreational vehicle, boat or other vehicle of any kind may be constructed, reconstructed, or repaired on a Lot within the Community if visible from any street in the Community or any neighboring Lot. This paragraph shall not apply to cleaning of such vehicles, repairs made to such vehicles by the Owner or occupant within a five (5) day period or temporary placement of such vehicles in view in preparation for use for a period not to exceed five (5) days.

F. NUISANCES. No rubbish or debris of any kind may be placed or permitted to accumulate on or adjacent to a Lot and no odors are permitted to arise therefrom, so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or to its occupants. No nuisance is permitted to exist or operate on a Lot. For the purpose of this Section, a nuisance is any activity or condition on a Lot which is reasonably considered to be an annoyance to surrounding residents of ordinary sensibilities or which may reduce the desirability of the Lot or any surrounding Lot. In no case shall activities that are normal and customary for a residence be considered a nuisance. The Board of Directors is authorized to determine whether any activity or condition on a Lot constitutes a nuisance or is offensive, and its reasonable, good faith determination will be conclusive and binding on all parties.

G. TRASH; TRASH CONTAINERS. No garbage or trash, or garbage or trash container, may be maintained on a Lot so as to be visible from any street in the Community or any neighboring Lot except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. As used herein, the term "reasonably necessary" means such items may be placed at the curb no earlier than the day prior to collection and containers must be removed no later than the evening of the day of collection. Garbage and trash

made available for collection must be placed in tied trash bags or covered containers, or as otherwise provided in any trash disposal contract entered into by the Association.

H. BRUSH PILES AND DISPOSAL. An Owner may maintain one (1) brush pile on his Lot for up to sixty (60) days. This time period may be extended at the sole discretion of the Board during drought or other weather conditions. Such brush piles may not be greater than ten (10) feet in diameter or four (4) feet in height. The pile must be located behind the rear line of the Residential Dwelling in an area which least conspicuous from public view. The brush pile may be burned up to one (1) time per month during favorable weather conditions and under constant supervision by the Owner. Only brush collected from the Owner's Lot may be burned. No materials or brush from other locations may be deposited or burned on a Lot.

I. CLOTHES DRYING. No outside clothesline or other outside facilities for drying or airing clothes may be erected, placed or maintained on a Lot. No clothes may be aired or dried outside if visible from any street in the Community or any neighboring Lot.

J. RIGHT TO INSPECT. During week days from 10:00 a.m. to 6:00 p.m., any member of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, have the right to enter upon and inspect a Lot, and the exterior of the Improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons will not be deemed guilty of trespass by reason of such entry. Provided that, the right of inspection will not be exercised unless: (i) the Owner of the Lot has been provided not less than twenty-four (24) hours notice of the intent to inspect the Lot, (ii) the Association has verification that the Owner has received the notice of intent to inspect the Lot and (iii) the Owner, or Owner's designated representative, may be present for the inspection. Owner may request a different date and time which does not unreasonably delay the inspection which Association should not deny without good cause.

K. ANIMALS. A reasonable number of generally recognized house or yard pets may be maintained on a Lot but only if they are kept thereon solely as domestic pets and not for commercial purposes. If outdoors, such pets must be confined in a yard or leashed and under the control of a responsible person. All dogs and cats must be of a recognized domestic variety. For purposes of this Section, all types of pigs, including without limitation, Vietnamese pot-bellied pigs, are deemed not to be generally recognized house or yard pets and are prohibited. No generally recognized house or yard pet is allowed to make an unreasonable amount of noise or to

become a nuisance. Aggressive or dangerous animals are prohibited in the Property at all times. Animal control authorities are permitted to enter the Property to patrol and remove pets. Pets must be registered, licensed, and inoculated as required by law. Pet waste must be removed from a Lot on a regular basis such that the Lot is maintained in a sanitary condition at all times. No structure for the care, housing or confinement of any generally recognized house or yard pet may be maintained on a Lot if visible from any street in the Community or any neighboring Lot at ground level without the prior written consent of the Architectural Review Committee. With the exception of all types of pigs, which are prohibited, the Board has the authority to determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, the number of generally recognized house or yard pets on a Lot is reasonable, whether a particular animal or bird is a nuisance, and whether a particular animal is aggressive and/or dangerous, and its reasonable, good faith determination will be conclusive and binding on all parties.

L. DISEASES AND INSECTS. No Owner may permit any thing or condition to exist on a Lot which may induce, breed or harbor infectious plant diseases, including but not limited to oak wilt, or noxious insects. Such prohibited conditions, include, without limitation, a swimming pool or hot tub that is not properly maintained.

M. RESTRICTION ON FURTHER SUBDIVISION. No Lot as shown on the original Plat may be further subdivided, and no portion less than the entirety of a Lot as shown on the original Plat may be conveyed by an Owner.

N. CONSOLIDATION OF LOTS. Notwithstanding any provision in this Declaration to the contrary, an Owner of adjoining Lots may consolidate such Lots into one (1) building site if planned construction of a Residential Dwelling will encroach on the interior lot line. Upon approval of the consolidation, the Owner may construct a Residential Dwelling on the resulting site, in which event setback lines will be measured from the resulting side property lines rather than from the side lot lines indicated on the Plat; provided that, the consolidation of adjoining Lots will require the prior written consent of Declarant during the Declarant Control Period and, thereafter, the Board of Directors, and in no event may more than two (2) adjoining Lots be consolidated. The Owner of such Lots must replat the Lots pursuant to requirements imposed by any governmental entity having jurisdiction. Any such consolidated building site must have a frontage at the building setback line of not less than the minimum frontage shown on

the Plat. Upon the consolidation of adjoining Lots and replatting, the consolidated building site will be considered a single Lot for purposes of voting rights and assessments.

O. SIGNS. No sign may be erected or maintained on a Lot if visible from any street in the Community or a neighboring Lot, except:

- (i) One "For Sale" or "For Lease" per Lot of a uniform size, design and style as specified by the Association in its Architectural Guidelines;
- (ii) During the Declarant Control Period, but only with express approval by Declarant, one (1) Builder identification sign of a size and design designated by Declarant;
- (iii) Ground mounted political signs as permitted by law and consistent with any Guidelines promulgated by the Association; and
- (iv) Home security signs and school spirit signs, but only if expressly authorized by the Architectural Guidelines adopted by the Board and then only in strict compliance with the Architectural Guidelines.

Notwithstanding the foregoing, during the Declarant Control Period, "For Sale" and "For Lease" signs are prohibited in the Community unless otherwise approved by Declarant. No sign is permitted on Common Area with the exception of a sign placed on Common Area by Declarant during the Declarant Control Period and, thereafter, the Association. Declarant, during the Declarant Control Period and, thereafter, the Association, has the authority to go upon a Lot and remove any sign displayed on the Lot or Common Area in violation of this Section and dispose of the sign without liability in trespass or otherwise.

P. TREE REMOVAL. No tree (other than a dead or diseased tree) with a caliper of six (6) inches or more that is not within the area fifty (50) feet around the foundation of the Residential Dwelling and garage constructed or to be constructed on a Lot may be removed from a Lot without the prior written approval of the Architectural Review Committee. The Board may adopt guidelines for tree removal that may allow Owners to remove certain species of trees without prior written approval of the Architectural Review Committee. Any dead tree visible from any street in the Community or an occupied Lot must be removed from a Lot within sixty (60) days of the date that it is determined the tree is no longer growing. Trees which are cut down

must be removed from the property or burned on-site in compliance with governmental guidelines and any rules and procedures promulgated by the Board.

Q. OIL DEVELOPMENT PROHIBITED. No oil or gas well drilling, development operation, quarrying, or mining operation of any kind is permitted on a Lot, nor are any oil wells, tanks, tunnels, mineral excavations, or shafts permitted on a Lot. No derrick or other structure designed for use in boring oil, gas or other minerals may be erected, maintained or permitted on a Lot.

R. COMMON AREA. The use of the Common Area must be in strict accordance with Rules and Regulations governing the Common Area adopted and published by the Board of Directors. Each Owner or other person who uses the Common Area does so at his/her own risk.

S. EXEMPTIONS. No provision in this Declaration may be construed to prevent Declarant, or its duly authorized agents, from erecting or maintaining structures or signs on Lots owned by Declarant or Common Area necessary or convenient to the development, construction, advertisement, sale, operation or other disposition of property within the Community. Further, no provision in this Declaration may be construed to prevent Declarant from granting permission to a Builder to erect or maintain structures or signs on Lots necessary or convenient to the construction and sale of Residential Dwellings within the Community. "Structures" include, without limitation, temporary construction trailers, office trailers, and sales trailers. In addition, Declarant reserves the right and authority during the Declarant Control Period or as long as Declarant has architectural control authority over new Residential Dwelling construction, whichever is longer, to use the Residential Dwelling on any Lot it owns or to allow a Builder to use the Residential Dwelling on any Lot the Builder owns as a model home and/or sales office. A bank or other lender providing financing to Declarant in connection with the development of the Community or the construction of Improvements thereon may erect signs on Lots owned by Declarant and/or the Common Area to identify such lender and the fact that it is supplying such financing.

SECTION 2.2. DECORATION, ALTERATION, MAINTENANCE, AND REPAIR.

A. DECORATION AND ALTERATION. Subject to the provisions of this Declaration, each Owner has the right to modify, alter, repair, decorate, redecorate or improve the Residential Dwelling and other Improvements on such Owner's Lot provided that each

modification, alteration, decoration, redecoration or improvement complies with any Architectural Guidelines adopted and published by Declarant or Board of the Association and each exterior modification, alteration, decoration, redecoration or improvement has been approved in writing by the Architectural Review Committee. Notwithstanding the foregoing, the Architectural Review Committee or the Board has the authority to require an Owner to remove or eliminate any exterior modification, alteration, decoration, redecoration or improvement on an Owner's Lot or the Residential Dwelling or other Improvement on the Lot if (a) the item does not comply with the Architectural Guidelines or Builder Guidelines, (b) the item was not approved by the Architectural Review Committee prior to construction and will not be approved by the Architectural Review Committee as built, or (c) in the Architectural Review Committee's or Board's sole judgment, such object detracts from the visual attractiveness of the Community.

B. MAINTENANCE AND REPAIR. No Residential Dwelling or other Improvement on a Lot is permitted to fall into disrepair, and each such Residential Dwelling or other Improvement must at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner of the Lot at such Owner's sole cost and expense. The Board of Directors has the exclusive authority to determine whether an Owner is maintaining the Residential Dwelling or other Improvement on a Lot in a reasonable manner, and the Board of Director's reasonable, good faith determination is conclusive and binding on all parties.

In the event the Owner of a Lot fails to keep the exterior of the Residential Dwelling or other Improvements on the Lot in good condition and repair, and such failure continues after sixty (60) days written notice from the Association, or such longer period, if required by law, the Association may at its option, without liability to the Owner or occupant of the Lot in trespass or otherwise, enter upon the Lot and repair and/or paint the exterior of the Residential Dwelling or other Improvement on the Lot and otherwise cause the Residential Dwelling or other Improvement on the Lot to be placed in good condition and repair, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of the Lot for the cost of such work. The Owner agrees by the purchase of such Lot to pay such charge, plus a reasonable administrative fee for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such charges is secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum, or the maximum,

non-usurious rate, whichever is less, begins to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

An Owner may make a written request for a hearing as described in Section 9.6 prior to the expiration of the deadline herein.

C. LOT MAINTENANCE. The Owner or occupant of the Lot must at all times maintain it in a sanitary, healthful and attractive manner. Lots improved with a Residential Dwelling may have both maintained yard areas and natural areas. Maintained yard areas must be cut regularly as further specified in Section 2.4; paragraph K entitled "Landscaping". Natural areas need not be cut regularly; however, visible dead or diseased trees must be removed. In no event may an Owner use any Lot for storage of materials and equipment (except for normal residential requirements or incident to construction of Improvements thereon as herein permitted) or permit the accumulation of garbage, trash or rubbish of any kind thereon. Owners are permitted to accumulate and burn brush on a Lot in accordance with Article II herein, provided that all reasonable safety precautions are taken and favorable weather conditions exist while burning. The Owners or occupants of any Lots, where the rear yard or portion of the Lot is visible to full public view, must screen the following from public view: yard equipment, wood piles and storage piles that are incident to the normal residential requirements of a typical family. Screening may be accomplished by using landscaping, fencing, or another method as otherwise approved by the Architectural Control Committee. The Board of Directors has the exclusive authority to determine whether an Owner is maintaining his Lot in a reasonable manner and the Board of Director's reasonable, good faith determination is conclusive and binding on all parties.

In the event the Owner or occupant of any Lot fails to maintain the Lot in a reasonable manner as required by this Declaration and such failure continues after ten (10) days written notice from the Association, or such longer period, if required by law, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and cause the Lot to be mowed, edged and cleaned, cause the landscaping beds to be weeded and cleaned, cause shrubs and trees to be trimmed or pruned, cause dead or diseased shrubs or trees to be removed, and to do every other thing necessary to secure compliance with this Declaration, and may charge the Owner of such Lot for the cost of such work. The Owner agrees by the purchase or occupancy of such Lot to pay such charge, plus a reasonable administrative fee for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of

such charges is secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

An Owner may make a written request for a hearing as described in Section 9.6 prior to the expiration of the deadline herein.

SECTION 2.3. CONSTRUCTION OF RESIDENTIAL DWELLINGS AND OTHER IMPROVEMENTS.

A. COMPLIANCE WITH BUILDER GUIDELINES. All Owners and Builders are obligated to strictly comply with all provisions of the Builder Guidelines in effect as of the date of recording this Declaration or as such Builder Guidelines may hereafter be adopted and/or amended. The Builder Guidelines may address, without limitation, construction procedures, hours during which construction work is permitted, parking of construction vehicles, and the like.

B. BUILDER NON-COMPLIANCE. An Owner must pay a construction deposit in an amount determined by the Architectural Review Committee prior to the commencement of construction. In the event that a Builder fails to comply with the provisions of the Builder Guidelines and does not correct the violation within ten (10) days of the date of receipt of written notice of the violation from the Association, or such longer period that may, in the sole discretion of the Board, be stipulated in the notice, the Association has the authority to impose a fine against the Owner in the amount of \$100.00 each day that the violation continues to exist after the period specified in the notice to correct the violation. Any fines imposed against an Owner in accordance with this Section will be payable to the Association and may be deducted from the construction deposit. Payment of such fines is the personal obligation of the Owner and it is also secured by the lien referred to and established in Article V of this Declaration against the Lot. The amount of the construction deposit does not limit the total amount fines that may be imposed against an Owner for violations of the Builder Guidelines. In the event the construction deposit is depleted as the result of fines imposed, the Owner must provide an additional deposit that is two times the amount of the prior deposit. The Architectural Review Committee has the right to halt construction until the additional deposit is provided. The balance of the construction deposit will be refunded within thirty (30) days of the Owner's written request and final inspection of improvements by the Architectural Review Committee.

C. STORAGE OF MATERIALS. Without the prior written consent of the Architectural Review Committee, no building materials of any kind or character may be placed or stored on a Lot more than sixty (60) days before the construction of a Residential Dwelling or other Improvement is commenced. All materials permitted to be placed on a Lot must be placed within the property lines of the Lot.

D. DURATION OF CONSTRUCTION. After the commencement of construction of a Residential Dwelling or other Improvement on a Lot, the work thereon must be prosecuted diligently, to the end that the Residential Dwelling or Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In any event, substantial completion of a Residential Dwelling on a Lot must be achieved within one (1) year of the date of commencement of construction of the Residential Dwelling, unless a longer period is approved in writing by the Architectural Review Committee. Substantial completion of any other Improvement must be achieved within the period stipulated by the Architectural Review Committee in its approval of the Plans, or, if no period is stipulated, within ninety (90) days of the date of commencement of construction of the Improvement. For purposes hereof, construction of a Residential Dwelling or other Improvement is deemed to have commenced on the date that any equipment or building material relating to such construction is moved onto the Lot. Also for purposes hereof, a Residential Dwelling is deemed to be substantially completed on the date an occupancy permit is issued by any governmental authority having jurisdiction or, if no such occupancy permit is required, the date the Residential Dwelling is ready to be occupied; any other Improvement is deemed to be substantially completed on the date the Improvement is capable of being used for its intended purpose. Upon the completion of the construction, any unused materials must promptly be removed from the Lot.

E. TYPES OF BUILDINGS. No building may be erected, altered, placed or permitted to remain on a Lot other than (i) one (1) detached, single family dwelling not to exceed the height limitations set forth in Section 2.5, paragraph B, together with an attached private garage for not less than two (2) nor more than four (4) vehicles, and (ii) up to two (2) ancillary buildings which may include, by way of example but not limitation, guest quarters, detached garage, workshop, storage building, garden house or greenhouse. Such ancillary buildings may have air conditioned space. No ancillary building may be constructed or placed on a Lot prior to

construction of the appurtenant Residential Dwelling. All buildings are subject to approval by the Architectural Review Committee.

No building or structure of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, or other building, other than the permanent Residential Dwelling with an attached garage and up to two (2) ancillary buildings approved in writing by the Architectural Review Committee may be placed on a Lot, either temporarily or permanently. No residence house, garage or other structure, other than an approved accessory building or play structure, may be moved onto a Lot from another location. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain on property owned by the Declarant and Common Areas, and to permit Builders to erect, place and maintain, such facilities in and upon on property owned by the Builders as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of Residential Dwellings and construction of other Improvements in the Community.

F. ANCILLARY BUILDINGS. No permitted ancillary building may exceed the height of the Residential Dwelling. As permitted in section 2.3.E. above, up to two (2) ancillary buildings are permitted, with ACC approval, on a Lot. The total ground floor area of all ancillary buildings may not exceed two thousand (2,000) square feet. An ancillary building must be constructed of materials and colors which would be allowed on the Residential Dwelling and are harmonious with the Residential Dwelling. An ancillary building must be located behind the main residential structure of the Lot and within the applicable building setbacks. Provided that, Declarant, during the Declarant Control Period, and, thereafter, the Architectural Review Committee, has the authority to require an accessory building on a Lot to be located farther from the rear or a side property line of such Lot than the applicable building setbacks to minimize the visibility of the accessory building, when deemed appropriate by Declarant or the Architectural Review Committee, as the case may be, in its sole discretion.

SECTION 2.4. EXTERIOR IMPROVEMENTS, MATERIALS, AND FINISHES.

A. AIR CONDITIONERS. No window, roof or wall type air conditioner that is visible from a street in the Community or a neighboring Lot at ground level may be used, placed or maintained on or in a Residential Dwelling, garage or other Improvement.

B. ANTENNAS. Satellite dish antennas which are one (1) meter or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided they are installed in the least obtrusive location that allows reception of an acceptable quality signal. All other antennas are prohibited, unless expressly authorized in recorded Builder Guidelines and then only in strict accordance with such recorded Builder Guidelines. As used herein, "**least obtrusive location**" primarily means a location that is not readily visible from the street in front of the Lot. It is the intent of this provision to be as restrictive as possible without violating the Telecommunications Act of 1996 (the "**Act**") or FCC Regulations promulgated pursuant to the Act.

C. BASKETBALL GOALS. A pole-mounted basketball goal may be installed on a Lot only with the prior written approval of the Architectural Review Committee. Roof and wall mounted basketball goals are prohibited. Upon reviewing an application for a pole-mounted basketball goal, the Architectural Review Committee is expressly authorized to consider, in addition to all other factors, the location of the proposed basketball goal in relation to the Residential Dwelling on an adjacent Lot and the potential impact on the Owner or occupant of an adjacent Lot with regard to noise. A portable basketball goal may not be located on a Lot nearer to the front property line than the front wall of the Residential Dwelling on the Lot, whether or not in use; a portable basketball goal in a street is prohibited.

D. CARPORTS/GARAGES. No carport may be constructed on a Lot. A porte cochere may be permitted on a Lot if approved by the Architectural Review Committee. A porte cochere must extend from, and be an integral part of, the Residential Dwelling or garage from the standpoints of both appearance and construction. Garages must be provided for all Residential Dwellings and in no case may a porte cochere act as or be substituted for a garage. No garage may be placed or maintained on an easement. A garage facing a side street may not be located nearer to the side building line than forty (40) feet. All garages must be enclosed by metal or wood garage doors with a paneled design that are harmonious in quality and color with the exterior of the appurtenant Residential Dwelling. No garage door may directly face a fronting street or, in the case of a corner lot, the adjacent side street. Each Lot with a Residential Dwelling must have garages capable of housing at least two (2) vehicles at all times. No garage may be used for storage or converted into living space to the extent that would prevent the Owner from being able to comply with the vehicle and parking restrictions of this Declaration.

E. DRIVEWAYS AND SIDEWALKS. The primary driveway servicing a home and all sidewalks to be constructed on a Lot require the prior written approval of the Architectural Review Committee. All sidewalks on a Lot which are visible from a street in the Community must be constructed of concrete and may include decorative pavers, natural stone or brick. All primary driveways on a Lot that are of a length of One Hundred Twenty-Five (125) feet or less when measured from the road right-of-way to the garage must be constructed of concrete and may include decorative pavers, natural stone or brick. All primary driveways on a Lot that are of a length of more than One Hundred Twenty-Five (125) feet when measured from the road right-of-way to the garage must be constructed of concrete for a distance of at least fifty (50') from the road right-of-way and may include decorative pavers, natural stone or brick. The remaining length of the primary driveway must be constructed of either: (i) asphalt; or (ii) stone aggregate with a concrete edge. No driveway or sidewalk may be painted or stained without the prior written approval of the Architectural Review Committee. Circle driveways and parking areas in front of the Residential Dwelling may be constructed of concrete, asphalt, stone aggregate, or as otherwise approved by the Architectural Review Committee.

Driveways may not exceed twenty (20) feet in width except as required for garage or porte cochere access or as otherwise permitted in writing by the Architectural Review Committee. No driveway may have a width less than ten (10) feet.

All driveways and sidewalks on a Lot must be properly maintained and repaired by the Owner of the Lot, including, without limitation, the removal of grass and/or weeds from expansion joints and the removal of oil stains. The Board of Directors has the authority to determine whether a driveway or sidewalk on a Lot is being properly maintained in accordance with the standards of the Community and its reasonable, good faith determination is conclusive and binding on all parties.

Driveways must not obstruct drainage through the road right-of-way area between the Lot property line and the road hard surface. As appropriate, a properly sized culvert or a driveway depression must be incorporated into the initial design and installation.

F. EXTERIOR COLORS. The color(s) of paint and color impregnation proposed to be used of the exterior of the Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Review Committee prior to application. The Owner of a Lot is required to submit to the Architectural Review Committee a request for approval of the

proposed paint color(s), together with paint samples. The Architectural Review Committee has the authority to disapprove a proposed paint color if the color is not compatible with colors commonly used on the exteriors of Residential Dwellings and other Improvements in the Community, or if two (2) or more colors proposed to be used on a Residential Dwelling or other Improvement on a Lot are not compatible with each other. Exterior colors are generally limited to earth tones or other soft color palettes with compatible trim and accent colors. Bright, brilliant or iridescent colors or tones are not permitted.

G. EXTERIOR FINISH. The front elevation of the Residential Dwelling on each Lot, excluding doors, shutters, trim work, eaves and dormers, must be comprised of at least fifty percent (50%) stone, brick or stucco. The side and rear elevations of the Residential Dwelling on each Lot, excluding doors, shutters, trim work, eaves and dormers, must be comprised of at least twenty-five percent (25%) stone, brick or stucco on each of the sides or rear of the Residential Dwelling. Unless otherwise approved in writing by the Architectural Review Committee, the remainder of the siding areas must be stone, brick or stucco or cement board products such as Hardi brand materials. Wood siding is not allowed. All permitted stucco must be applied to a metal lathe with an appropriate air space between the stucco and the paper barrier. All stone, brick, stucco or cement board must be approved by the Architectural Review Committee as to type, size, color and application. Concrete steps, stoops or porches located at the front or sides of the Residential Dwelling must be finished in concrete stain, stamping, exposed aggregate, tile, brick or stone, unless otherwise approved by the Architectural Review Committee. No concrete, concrete block or cinder block may be used as an exposed building surface. Any concrete, concrete block or cinder block utilized in the construction of a Residential Dwelling or for retaining walls and foundations may be finished in the same materials utilized for the remainder of the Residential Dwelling. Metal flashing, valleys, vents and gutters installed on a Residential Dwelling must blend or be painted to blend with the color of the exterior materials to which they are adhered or attached. Brick or stone on the exterior of a Residential Dwelling may not be painted without the prior written consent of the Architectural Review Committee.

H. EXTERIOR LIGHTING. All exterior lighting on a Lot must be approved by the Architectural Review Committee as to type, location and illumination. No exterior lighting may be directed toward another Lot or street or illuminate beyond the boundaries of the Lot on which the lighting fixture is located. High intensity area lighting such as mercury vapor or high-

pressure sodium is not permitted. Landscape lighting should be subtle and aesthetically pleasing.

I. FENCES AND WALLS ON LOTS. No fence or wall may be constructed on a Lot without the prior written approval of the Architectural Review Committee. No fence or wall may exceed seven (7) feet in height, measured from the ground. No fence or wall may be constructed of wire or chain link unless approved by the Architectural Review Committee as a rear yard enclosure for a swimming pool or pet enclosure which is substantially screened from public view using landscaping, fencing, or another method as approved by the Architectural Control Committee.

J. FOUNDATIONS. Not more than twelve (12) inches of vertical surface of the concrete slab of a Residential Dwelling may be exposed to view from a street in the Community or an adjacent Lot. Any slab in excess of twelve (12) inches in height above finished grade must have at least that excess in height finished in Stone, brick, stucco or mortar coat, unless otherwise approved by the Architectural Review Committee or be substantially screened by landscaping. Any Residential Dwelling with a pier and beam foundation must have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any street in the Community or an adjacent Lot. The Architectural Review Committee, in its sole discretion, has the authority to determine the adequacy of any screening device or technique.

K. LANDSCAPING.

- (i) The landscaping Plan for each Lot must be submitted to the Architectural Review Committee for approval pursuant to the provisions of Article III. A major portion of a landscape plan must include native or hearty adapted plants to ensure the success of the landscaping.
- (ii) The front and side yards of each Lot must be predominantly grass, groundcovers or landscaping beds. Landscape beds must be installed along the foundation at the front of the house where possible.
- (iii) Owners are responsible for maintaining the road right-of-way area(s) adjacent to their lot between their property line and the road hard surface. Grass and other vegetation must not be allowed to grow into the road hard surface. Owners may landscape this right-of-way area but may not install any landscape materials that would encroach into the area above the road hard surface below fourteen (14) feet or obstruct visibility. Above ground hardscape in this area may only be installed

with advance written approval from the Architectural Review Committee.

- (iv) All landscaping for a Lot must be completed in accordance with the landscaping Plan approved by the Architectural Review Committee no later than ninety (90) days following the date of substantial completion of the Residential Dwelling on the Lot.
- (v) No hedge or shrubbery planting may obstruct or interfere with traffic sight-lines for streets within the Community. The determination of whether any such obstruction exists must be made by the Architectural Review Committee and its reasonable, good faith determination is conclusive and binding on all parties.
- (vi) Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Review Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in the side yard of a Lot if visible from the street in front of the Lot at ground level or, if a corner Lot, the side street adjacent to the Lot at ground level.
- (vii) No vegetable, herb or similar gardens or plants may be planted or maintained in the front of a Lot.
- (viii) No Owner may allow the grass in a maintained yard area on his Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.
- (ix) To promote a natural appearance, the number and sizes of trees to be planted in the front yard of a Lot after substantial completion of the Residential Dwelling on the Lot will vary.

L. MAILBOXES. Cluster mailboxes will be used in the Community; therefore, an individual mailbox on a Lot is not permitted.

M. PLAY STRUCTURES. Free-standing play structures are permitted on a Lot with the prior written approval of the Architectural Review Committee; provided that, in no event may a permitted play structure exceed twelve (12) feet in height, measured from the ground to the highest point of the play structure and in no event may a platform of a play structure extend above the ground by more than five (5) feet. The canopy on a play structure, if any, must be a color approved by the Architectural Review Committee. A play structure on a Lot must be located within the rear yard of the Lot and in accordance with the applicable side and rear building setbacks. Provided that, Declarant, during the Declarant Control Period, and, thereafter,

the Architectural Review Committee, has the authority to require a play structure on a Lot to be located farther from the rear property line than the applicable building setback to minimize noise and the visibility of the play structure, as deemed appropriate by Declarant or the Architectural Review Committee, as the case may be, in its sole discretion. A free standing play structure is not deemed to be an accessory building for purposes of this Declaration.

N. ROOFING. Unless otherwise approved in writing by the Architectural Review Committee, the minimum roof pitch is eight (8) feet vertical to twelve (12) feet horizontal for a one-story Residential Dwelling and six (6) feet vertical to twelve (12) feet horizontal for a two-story Residential Dwelling, excluding porches and other areas approved by the Architectural Review Committee. Roofing materials must be architectural, laminated, asphalt composition shingles with a rated life of thirty (30) years or longer (three-tab style shingles are specifically prohibited), metal roofing or tile roofs. The roofing material proposed to be used on a Residential Dwelling or other Improvement on a Lot must be approved in writing by the Architectural Review Committee as to type, quality, color and compatibility prior to construction. All plumbing or heating vents, stacks and other projections from the roof of a Residential Dwelling must, to the extent possible, be located on the rear roof of such Residential Dwelling and must blend or be painted to blend with the color of the roofing material.

O. SEASONAL DECORATIONS. Seasonal or holiday decorations may be displayed on a Lot or Residential Dwelling or other Improvement on a Lot only for a reasonable period of time before and after the holiday to which the holiday decorations relate. In the event of any dispute, the reasonable, good faith decision of the Board of Directors concerning a reasonable period of time before and after a holiday is conclusive and binding on all parties.

P. STREET NUMBERS. Each Residential Dwelling must be marked with numbers that designate the street address. The style, size, and materials used for such numbers must complement the appearance of the Residential Dwelling.

Q. SWIMMING POOLS AND OTHER AMENITY STRUCTURES. No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool or other water amenity may be constructed, installed, and maintained on a Lot without the prior written approval of Architectural Review Committee. No waterfall or similar type of water amenity or feature may extend more than six (6) feet above grade on a Lot. Permanent, above-ground swimming pools are not permitted.

R. UTILITY METERS, HVAC EQUIPMENT, AND PROPANE TANKS. All electrical, gas, telephone and cable television meters must be located, to the extent possible, at the side or rear of each Residential Dwelling, out of view. All exterior heating, ventilating and air-conditioning compressor units and equipment must be located at the rear of the Residential Dwelling or at the side of the Lot screened from view using landscaping, fencing, or another method as approved by the Architectural Review Committee. .

As an alternative to installing the electric meter on the home as described above, a service rack may be installed on the Lot as long as the rack is the lowest height allowed by the utility provider. The service rack must be fully screened from view from any street using landscaping, fencing, or another method as approved by the Architectural Review Committee.

All above ground propane tanks must be located behind the rear building line of the Residential Dwelling and must be screened from view from any street using landscaping, fencing, or another method as approved by the Architectural Review Committee. Alternatively, propane tanks may be buried on a Lot without encroachment on any setback or easement and shall not be visible in any manner from another Lot, the road right-of-way, or Common Area.

S. WINDOW TREATMENTS AND DOORS. Only double-pane vinyl windows or higher quality windows may be installed in Residential Dwellings. Reflective and/or mirror glass is not permitted on the exterior of a Residential Dwelling or other Improvement on a Lot. Tinted glass and/or windows may be installed in Residential Dwellings. No foil or other reflective material, newspaper or other material that is not a customary window covering may be installed on or in any window or used for a sunscreen, blind, shade or other purpose except as approved in writing by the Architectural Review Committee. Burglar bars or doors are not permitted on the exterior of windows or doors. Screen doors may not be used on the front of a Residential Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) are allowed on the front of a Residential Dwelling.

SECTION 2.5. SIZE AND LOCATION OF RESIDENTIAL DWELLINGS.

A. MINIMUM ALLOWABLE AREA OF INTERIOR LIVING SPACE. The minimum allowable area of interior living space in a Residential Dwelling on a Lot is three thousand (3,000) square feet for Lots on the west side of La Vista del Rio (Cielo Rio Ranch Phase 1, Block H, Lots 1-9) and two thousand two hundred fifty (2,250) square feet for all other Lots. The minimum allowable area of interior living space in the ground floor of a Residential Dwelling on

a Lot is two thousand two hundred fifty (2,250) square feet. For purposes of this Declaration, the term "interior living space" includes air conditioned space and specifically excludes steps, porches, exterior balconies and garages.

B. MAXIMUM ALLOWABLE HEIGHT OF BUILDING. No Residential Dwelling on a Lot may exceed a height of thirty-four (34) feet above the first floor foundation surface. No Residential Dwelling may have more than two (2) stories of living space.

C. LOCATION OF IMPROVEMENTS - SETBACKS. No Residential Dwelling or other Improvement may be located nearer to the front property line of a Lot on La Vista del Rio than seventy-five (75) feet (more specifically on Lots 1-9, Block H, Cielo Rio Ranch Phase 1 and on Lots 17-21, Block G, Cielo Rio Ranch Phase 3A). No Residential Dwelling or other Improvement may be located nearer to the front property line of any other Lot than the greater of the distance shown on the Plat or forty (40) feet. No Residential Dwelling or other Improvement may be located nearer to the side property line of a Lot than twenty (20) feet, except in the case of a corner Lot, in which event no Residential Dwelling or other Improvement may be located nearer than forty (40) feet from the side property line that is adjacent to the side street. No Residential Dwelling may be located nearer to the rear property line of the Lot than forty (40) feet and no other Improvement may be located nearer to the rear property line of the Lot than twenty (20) feet.

SECTION 2.6. RESERVATIONS AND EASEMENTS.

A. UTILITY EASEMENTS. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all necessary utility systems including systems of electric light and power supply, telephone service, cable television service, gas supply, water supply and sewer service, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Community for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities and a utility easement adjacent and parallel to all road and right-of-ways within the Community as shown on the Plat. By virtue of this easement, it is expressly permissible for the Utility Companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, under the land within the utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or

in any structure. Notwithstanding anything contained in this paragraph, no utilities or appurtenances thereto may be installed or relocated on the Community until approved by Declarant or the Board.

B. ADDITIONAL EASEMENTS. Declarant reserves the right to impose further restrictions and dedicate additional easements and roadway rights of way by instrument recorded in the Official Public Records of Real Property of Bandera County, Texas or by express provisions in conveyances, with respect to Lots that have not been sold by Declarant.

C. CHANGES TO EASEMENTS. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

D. MINERAL AND UTILITY RIGHTS. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or other parcel of land in the Community by contract, deed or other conveyance will not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or upon said easements or any part thereof to serve said Lot or other parcel of land or any other portions of the Community. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any public service corporation or other governmental agency or to any other party. Declarant will have no surface access to the Community for mineral purposes.

E. DRAINAGE. No Owner of a Lot is permitted to construct Improvements on such Lot or to grade such Lot in a way which increases the amount of rain water falling on such Lot to drain onto any other Lot or Common Area. It is the intent of this provision to preserve natural drainage. The Declarant may, but will not be required to, install drainage inlets or underground drains within the utility easement on one or more Lots. If so, no Owner may in any manner obstruct or interfere with such drainage system. If drains are not installed by Declarant, an underground drainage system may be required on a Lot by the Architectural Review Committee to assure proper drainage on the Lot.

F. ELECTRIC DISTRIBUTION SYSTEM. An electric distribution system will be installed in the Community, which service area embraces all of the Lots which are platted in the

Community. This electrical distribution system will consist of underground primary and secondary circuits pad mounted transformers, pad mount junction boxes, and such other appurtenances as may be necessary to make underground service available. The Owner of each Lot desiring electric service must, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the Residential Dwelling or other Improvement on the Owner's Lot to the electric company's load side lugs in the meter enclosure. The electric company furnishing service will make the necessary connections at said point of demarcation. Declarant has or will have either by designation on the Plat of the Community or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted or will grant to the various Owners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various Owner's to permit installation, repair and maintenance of each Owner's owned, and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit must, at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as service is maintained, the electric service to each dwelling unit therein will be uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

ARTICLE III
ARCHITECTURAL APPROVAL

SECTION 3.1. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall consist of three (3) members. Declarant shall have the right to appoint all three (3) members until the earlier of (a) the date that the Declarant Control Period terminates or (b) the date Declarant elects to discontinue such right of appointment by written notice to the Board. Thereafter, the Board will have the right to appoint all members. At all times, members of the Architectural Review Committee are required to be Members of the Association and must reside in the Community. Members of the Architectural Review Committee appointed by Declarant may be removed at any time and will serve until resignation or removal by Declarant. Members of the Architectural Review Committee appointed by the Board may be removed at any

time by the Board, and will serve for such term as may be designated by the Board or until resignation or removal by the Board.

SECTION 3.2. APPROVAL OF IMPROVEMENTS REQUIRED. In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Community, to establish and preserve a harmonious design for the Community and to protect and promote the value of the Lots and the Residential Dwellings and Improvements thereon, no Improvements of any nature may be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot by any Owner, other than Declarant, which affect the exterior appearance of any Lot or the Residential Dwelling or other Improvement on a Lot unless Plans therefor have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article. Without limiting the foregoing, the construction and installation of any Residential Dwelling, sidewalk, driveway, deck, patio, landscaping, swimming pool, greenhouse, play structure, awning, wall, fence, exterior lighting, garage, or any other Improvement may not be undertaken, nor may any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Residential Dwelling or other Improvement, unless the Plans for the same have been submitted to and approved by the Architectural Review Committee in accordance with the terms and provisions of this Article.

The Architectural Review Committee is hereby authorized and empowered to approve or disapprove all Plans and the construction of all Residential Dwellings and other Improvements on any Lot. Prior to the commencement of any Residential Dwelling or other Improvement on a Lot, the Owner thereof must submit to the Architectural Review Committee Plans and related data for all such Improvements.

The Architectural Review Committee will, in its sole discretion, determine whether the Plans and other data submitted by any Owner for approval are acceptable. The Architectural Control Committee may engage and utilize consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys to facilitate review of Plans. The Architectural Review Committee may establish and change from time to time, if deemed appropriate, a non-refundable fee sufficient to cover the expense of reviewing Plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such Plans and to monitor and otherwise enforce the terms hereof

(the "Submission Fee"). The Submission Fee applicable to a Residential Dwelling to be constructed on a Lot will be set forth in the Builder Guidelines.

No landscaping, grading, excavation or fill work of any nature may be implemented or installed by any Owner on any Lot unless and until landscaping plans have been submitted to and approved by the Architectural Review Committee in accordance with the provisions of this Article III.

The Architectural Review Committee has the right to disapprove any Plans on any ground which is consistent with the objectives and purposes of this Declaration, including purely aesthetic considerations; failure to comply with any of the provisions of this Declaration or the Builder Guidelines; failure to provide requested information; objection to exterior design, appearance or materials; objection on the ground of incompatibility of any such proposed Improvement with the general plan of development for the Community; objection to the location of any proposed Improvements on any such Lot or Residential Dwelling; objection to the landscaping plan for such Lot; objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement; or any other matter which, in the sole judgment of the Architectural Review Committee, would render the proposed Improvement inharmonious with the general plan of development for the Community. The Architectural Review Committee has the right to approve any submitted Plans with conditions or stipulations by which the Owner of such Lot is obligated to comply and must be incorporated into the Plans for the Residential Dwelling or other Improvement. Approval of Plans by the Architectural Review Committee for the Residential Dwelling or other Improvement to be constructed on a Lot will not be deemed an approval or otherwise obligate the Architectural Review Committee to approve similar Plans for a Residential Dwelling or other Improvement to be constructed on another Lot.

Any revisions, modifications or changes in any Plans previously approved by the Architectural Review Committee must be approved by the Architectural Review Committee in the same manner specified above.

If construction of the Residential Dwelling or other Improvement has not substantially commenced (e.g., by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within one hundred eighty (180) days of approval by the Architectural Review Committee of the Plans for such Residential Dwelling or other

Improvement (or such longer period if agreed to in writing by the Architectural Review Committee), then no construction may be commenced (or continued) on such Lot and the Owner of such Lot is required to resubmit all Plans for any Residential Dwelling or other Improvement to the Architectural Review Committee for approval in the same manner specified above.

SECTION 3.3. ADDRESS OF COMMITTEE. The address of the Architectural Review Committee is at the principal office of the Association as set forth in its most recently recorded Management Certificate.

SECTION 3.4. BUILDER GUIDELINES. If the Builder or Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, without directly conflicting with the provisions of the Declaration, the provisions of the Builder or Architectural Guidelines control, it being the intent of the Declarant to allow the Builder or Architectural Guidelines to supplement the Declaration on matters generally relating to architectural control and the discretionary authority vested in the Architectural Review Committee.

SECTION 3.5. FAILURE OF COMMITTEE TO ACT ON PLANS. Any request for approval of a proposed Improvement on a Lot is deemed disapproved by the Architectural Review Committee, unless approval is transmitted to the Owner by the Architectural Review Committee within thirty (30) days of the date of actual receipt by the Architectural Review Committee of the request. A written request for additional information or materials is also deemed to be a disapproval of a request, whether or not so stated in the written request.

SECTION 3.6. PROSECUTION OF WORK AFTER APPROVAL. After approval of any proposed Improvement on a Lot, the proposed Improvement must be prosecuted diligently and continuously and completed within the time frame approved by the Architectural Review Committee and in strict conformity with the description of the proposed Improvement in the Plans submitted to the Architectural Review Committee. No building materials may be placed on a Lot until the Owner is ready to commence construction. Owners must keep the job site and all surrounding areas clean during the progress of construction. All construction trash, debris and rubbish on each Lot must be properly disposed of on a daily basis. In no event may any used construction material be buried on or beneath any Lot, Residential Dwelling or other Improvement. No Owner may allow dirt, mud, gravel or other substances to collect or remain on any street. All construction vehicles must be parked on the Lot in areas designated by the

Architectural Review Committee. All Builders, contractors and subcontractors must use the contractor entrance(s) designated by Declarant for both ingress to and egress from the Community.

SECTION 3.7. CONSTRUCTION PERIOD EXCEPTION. During the course of actual construction of any permitted Improvement on a Lot, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the certain provisions of this Declaration as to the Lot upon which the construction is taking place to the extent necessary to permit such construction; provided, however, that during the course of any such construction, nothing may be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the use and enjoyment of other property within the Community.

SECTION 3.8. COMPLETION OF CONSTRUCTION. No Improvement on a Lot will be deemed completed until the exterior fascia and trim on the structure has been applied and finished and all construction materials and debris have been cleaned and removed from the site and all rooms in the Residential Dwelling, other than attics, have been finished. Removal of materials and debris may not take in excess of thirty (30) days following completion of the exterior.

SECTION 3.9. INSPECTION OF WORK. The Architectural Review Committee or its duly authorized representative has the right to inspect any Improvement on a Lot before or after completion, provided that the right of inspection will terminate thirty (30) days after the Architectural Review Committee reasonably determines or, based upon the circumstances, should reasonably determine, that the Improvement has been completed.

SECTION 3.10. NOTICE OF NONCOMPLIANCE. If, as a result of inspections or otherwise, the Architectural Review Committee finds that any Improvement on a Lot has been constructed or undertaken without obtaining the approval of the Architectural Review Committee, or has been completed other than in strict conformity with the description and materials furnished by the Owner to the Architectural Review Committee, or has not been completed within the required time period after the date of approval by the Architectural Review Committee, the Architectural Review Committee may notify the Owner in writing of the noncompliance ("Notice of Noncompliance"). The Notice of Noncompliance must specify the particulars of the noncompliance and require the Owner to take such action as may be necessary

to remedy the noncompliance. If the Owner does not comply with the Notice of Noncompliance within the period specified by the Architectural Review Committee, the Association may, acting through the Board, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Bandera County, Texas; (b) pursue any other remedy for noncompliance provided in this Declaration or by law.

SECTION 3.11. NO IMPLIED WAIVER OR ESTOPPEL. No action or failure to act by the Architectural Review Committee or by the Board of Directors will constitute a waiver or estoppel with respect to future action by the Architectural Review Committee or the Board of Directors, with respect to any Improvement on a Lot. Specifically, the approval by the Architectural Review Committee of an Improvement on a Lot will not be deemed a waiver of any right or an estoppel against withholding approval or consent for any similar Improvement on another Lot or any similar proposals, Plans, specifications, or other materials submitted with respect to any other Improvement on a Lot by such person or otherwise.

SECTION 3.12. POWER TO GRANT VARIANCES. The Architectural Review Committee may authorize variances from compliance with certain provisions of this Declaration relative to restrictions upon placement of structures, the time for completion of construction of Improvements on a Lot or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations may require. Such variances must be evidenced in writing and will become effective when signed by at least a majority of the members of the Architectural Review Committee. If any such variance is granted, no violation of the provisions of this Declaration are deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance does not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor does the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor does the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned.

SECTION 3.13. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS. The members of the Architectural Review Committee will not be

compensated for their services, but will be entitled to reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder as the Board from time to time may authorize or approve. Such reimbursement shall be borne by the Association.

SECTION 3.14. ESTOPPEL CERTIFICATES. The Board of Directors, upon the reasonable request of any interested party and after confirming any necessary facts with the Architectural Review Committee, will furnish a certificate with respect to the approval or disapproval of any Improvement on a Lot or with respect to whether any Improvement on a Lot was made in compliance with the provisions of this Declaration and the Builder or Architectural Guidelines. Any person, without actual notice of any falsity or inaccuracy of such a certificate, will be entitled to rely on such certificate with respect to all matters set forth therein.

SECTION 3.15. NONLIABILITY FOR ARCHITECTURAL REVIEW COMMITTEE ACTION. None of the members of the Architectural Review Committee, the Association, any member of the Board of Directors, or Declarant are nor will be liable for any loss, damage, or injury arising out of or in any way connected with the performance of the duties of the Architectural Review Committee, except to the extent caused by the willful misconduct or bad faith of the party to be held liable. In reviewing any matter, the Architectural Review Committee does not inspect, guarantee or warrant the workmanship of the Improvement, including its design, construction, safety, whether structural or otherwise, conformance with building codes, or other governmental laws or regulations or whether the Improvement is suitable or fit for its intended purpose. Furthermore, none of the members of the Architectural Review Committee, any member of the Board of Directors, or Declarant are nor will be personally liable for debts contracted for or otherwise incurred by the Association or for any torts committed by or on behalf of the Association, or for a tort of another of such individuals, whether such other individuals are acting on behalf of the Association, the Architectural Review Committee, the Board of Directors, or otherwise. Neither Declarant, the Association, the Board, the Architectural Review Committee, or their officers, agents, members, or employees are nor will be liable for any incidental or consequential damages for failure to inspect any Improvement or portion thereof, or for failure to repair or maintain the same. The approval of Plans by the Architectural Review Committee for any Residential Dwelling or other Improvement on a Lot will not be construed in any respect as a representation or warranty by the Architectural Review Committee or Declarant to the Owner submitting such Plans or to any of the successors or assigns of such Owner that the surface or

subsurface conditions of such Lot are suitable for the construction of the Improvement contemplated by such Plans. It is the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot for the construction of any contemplated Improvement thereon.

ARTICLE IV
MANAGEMENT AND OPERATION OF COMMUNITY

SECTION 4.1. MANAGEMENT BY ASSOCIATION. The affairs of the Community are administered by the Association. The Association has the right, power and obligation to provide for the management, administration, and operation of the Community as herein provided for and as provided for in the Certificate of Formation, Bylaws, and Rules and Regulations. The business and affairs of the Association are managed by its Board of Directors. During the Declarant Control Period, the Declarant shall have the right to appoint or remove any members of the Board, other than Board members elected by Owners as provided in the Bylaws of the Association. The Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the management, administration and operation of the Community. The Association, acting through the Board, is entitled to enter into such contracts and agreements concerning the Community as the Board deems reasonably necessary or appropriate, in the Board's sole discretion, to manage and operate the Community in accordance with this Declaration, including without limitation, the right to grant utility and other easements for uses the Board deems appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, patrol services, traffic, operation of recreational facilities, or other matters of mutual interest.

SECTION 4.2. MEMBERSHIP IN ASSOCIATION. The Association has mandatory membership. Each Owner of a Lot, whether one or more persons or entities, upon and by virtue of becoming such Owner, automatically becomes and remains a Member of the Association until his ownership ceases for any reason, at which time his membership in the Association will automatically cease. Membership in the Association is appurtenant to ownership of a Lot, automatically follows the ownership of each Lot, and may not be separated from ownership of a Lot.

SECTION 4.3. VOTING OF MEMBERS. There will be one (1) class of membership in the Association. Each Member is entitled to one (1) vote per Lot owned. No Member is entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot in the Community to the Secretary of the Association. In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members may exercise their right to vote in such manner as they may among themselves determine, but in no event may more than one (1) vote be cast for each Lot. Such Members may appoint one of them as the Member who is entitled to exercise the vote of that Lot at any meeting of the Association. Such designation must be made in writing to the Board of Directors and will be revocable at any time by actual written notice to the Board. The Board is entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association, and no single Member is designated to vote on behalf of the Members having an ownership interest in such Lot, then the Member exercising the vote for the Lot is deemed to be designated to vote on behalf of the Members having an ownership interest in the Lot. All Members of the Association may attend meetings of the Association and all Members may exercise their vote at such meetings either in person or proxy. Occupants of Lots who are not Members of the Association may attend meetings of the Association and serve on committees. Fractional votes and split votes will not be permitted. The decision of the Board of Directors as to the number of votes which any Member is entitled to cast, based upon the number of Lots owned by him, is conclusive and binding on all parties.

SECTION 4.4. MEETINGS OF THE MEMBERS. Annual and special meetings of the Members of the Association will be held at such place and time and on such dates as specified or provided in the Bylaws.

SECTION 4.5. PROFESSIONAL MANAGEMENT. The Board has the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the administration and operation of the Community as provided for herein and as provided for in the Bylaws.

SECTION 4.6. BOARD ACTIONS IN GOOD FAITH. Any action, inaction or omission by the Board made or taken in good faith will not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

SECTION 4.7. STANDARD OF CONDUCT. The Board of Directors, the officers of the Association, and the Association has the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Certificate of Formation, Bylaws, Guidelines, and the laws of the State of Texas, will be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing will not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court may not substitute its judgment for that of the Director, officer or committee member. A court may not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

SECTION 4.8. IMPLIED RIGHTS; BOARD AUTHORITY. The Association may exercise any right or privilege given to it expressly by the provisions of this Declaration or its Certificate of Formation or Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board of Directors without a vote of the membership except where any provision in this Declaration, the Certificate of Formation, the Bylaws or applicable law specifically requires a vote of the membership.

The Board may institute, defend, settle or intervene on behalf of the Association in litigation, administrative proceedings, binding or non-binding arbitration or mediation in matters pertaining to (a) Common Areas or other areas in which the Association has or assumes responsibility pursuant to the provisions of this Declaration, (b) enforcement of this Declaration or any Rules and Regulations or the Guidelines or (c) any other civil claim or action. However, no provision in this Declaration or the Certificate of Formation or Bylaws may be construed to create any independent legal duty to institute litigation on behalf of or in the name of the Association.

ARTICLE V
MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

SECTION 5.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund is held, managed, invested and expended by the Board, in its sole discretion, for the benefit of the Community and the Owners of Lots therein. The Board must by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management, and operation of the Community; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Community and the Lots therein. The Board and its individual members are not liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

SECTION 5.2. COVENANTS FOR ANNUAL MAINTENANCE CHARGES AND ASSESSMENTS. Each and every Lot in the Community is hereby severally subjected to and impressed with an Annual Maintenance Charge in an amount to be determined annually by the Board, which Annual Maintenance Charge runs with the land. Each Owner of a Lot, by accepting a deed to the Lot, whether or not it is so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges levied against his Lot and/or assessed against him by virtue of his ownership thereof, as the same becomes due and payable, without demand. The Annual Maintenance Charges herein provided for are a charge and a continuing lien upon each Lot, together with all Improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge, together with late charges, interest, costs, and reasonable attorney's fees, are also the personal obligation of the person who was the Owner of the Lot at the time the obligation to pay such Annual Maintenance Charge accrued, but no Owner is personally liable for the payment of any Annual Maintenance Charge made or becoming due and payable after his ownership ceases. No Owner is exempt or excused from

paying any such Annual Maintenance Charge by waiver of the use or enjoyment of the Common Areas, or any part thereof, or by abandonment of his Lot or his interest therein.

SECTION 5.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE.

Until January 1 of the year immediately following the year in which this Declaration is recorded in the Official Public Records of Real Property of Bandera County, Texas (the "Recordation"), the maximum Annual Maintenance Charge is Seven Hundred and No/100 Dollars (\$700.00) per Lot for Lots with completed Residential Dwellings. Lots without completed Residential Dwellings will pay fifty (50%) of the then current Annual Maintenance Charge at all times. From and after January 1 of the year immediately following the Recordation, the maximum Annual Maintenance Charge may be automatically increased, effective January 1 of each year, by an amount equal to a five percent (5%) increase over the prior year's maximum Annual Maintenance Charge without a vote of the Members of the Association (i.e., as determined by the Board). From and after January 1 of the year immediately following the Recordation, the maximum Annual Maintenance Charge may be increased above five percent (5%) only if approved in writing by a majority of the Members or by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this Section.

SECTION 5.4. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL MAINTENANCE CHARGE. The Annual Maintenance Charge will commence as to each Lot on the date of Recordation and will be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association will fix the amount of the Annual Maintenance Charge to be levied against each Lot in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge for Lots will be sent to every Lot Owner. Provided that, the failure to fix the amount of the Annual Maintenance Charge or to send written notice thereof to all Owners will not affect the authority of the Association to levy Annual Maintenance Charges or to increase Annual Maintenance Charges as provided in this Declaration.

SECTION 5.5. SPECIAL ASSESSMENTS. If the Board at any time, or from time to time, determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for the continued operation of the Community or any other purposes contemplated by the provisions of this Declaration, then the Board has the authority to levy such Special Assessments ("Special Assessments") as it deems necessary to provide for such continued maintenance and operation. However, no Special Assessment will be effective until the same is approved either (a) in writing by at least a majority of the Members or (b) by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at meeting of the Members called for that purpose at which a quorum is present. Any such Special Assessment is payable in the manner determined by the Board and the payment thereof is secured by the lien provided in Section 5.6 and may be enforced in the manner herein specified for the payment of the Annual Maintenance Charges. The amount of any Special Assessment levied against Lots must be uniform.

SECTION 5.6. ENFORCEMENT OF ANNUAL MAINTENANCE CHARGE/ SUBORDINATION OF LIEN. The Annual Maintenance Charge assessed against each Lot is due and payable, in advance, on the date of the sale of such Lot or within thirty (30) days of Recordation for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any Annual Maintenance Charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter is deemed to be delinquent, and, without notice, will bear interest at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association has the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge or Special Assessment. The monthly late charge, if imposed, is in addition to interest. To secure the payment of the Annual Maintenance Charge and Special Assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees, costs, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Lot and all Improvements thereon for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The lien described in this Section 5.6 and the superior title herein reserved is deemed subordinate to any Mortgage for the purchase or Improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such

Annual Maintenance Charge, Special Assessment and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, late charges, costs and attorney's fees will be chargeable to and be a personal obligation of the defaulting Owner. Notice of the lien referred to in the preceding paragraph may, but is not be required to, be given by recording an affidavit, duly executed, and acknowledged by an authorized representative of the Association, setting forth the amount owned, the name of the Owner or Owners of the affected Lot according to the records of the Association, and the legal description of such Lot in the Official Public Records of Real Property of Bandera County, Texas. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, Special Assessment and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure; in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, Special Assessments and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the Official Public Records of Real Property of Bandera County, Texas. At any foreclosure, the Association is entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot are required to pay a reasonable rent for the use of such Lot and such occupancy constitutes a tenancy-at-sufferance, and the purchaser at such foreclosure sale is entitled to the appointment of a receiver to collect such rents and, further, is entitled to sue for recovery of possession of such Lot by forcible detainer without further notice, except as may otherwise be provided by law.

SECTION 5.7. NOTICE OF SUMS OWING. Upon the written request of an Owner, the Association must provide to such Owner a written statement setting out the then current total of all Annual Maintenance Charges, Special Assessments and other sums, if any, owing by such Owner with respect to his Lot. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information. The Association is entitled to charge the Owner a reasonable fee for such statement.

SECTION 5.8. FORECLOSURE OF MORTGAGE. In the event of a foreclosure of a Mortgage on a Lot that is superior to the lien created by this Declaration for the benefit of the Association, the purchaser at the foreclosure sale is not responsible for Annual Maintenance Charges, Special Assessments or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors are responsible for Annual Maintenance Charges, Special Assessments and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

SECTION 5.9. ADMINISTRATIVE FEES AND RESALE CERTIFICATES. The Board of Directors of the Association may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a Lot in the Community and changing the ownership records of the Association ("**Administrative Fee**"). An Administrative Fee must be paid to the Association or the managing agent of the Association, if agreed upon by the Association, upon each transfer of title to a Lot. The Administrative Fee must be paid by the purchaser of the Lot, unless otherwise agreed by the seller and purchaser of the Lot. The Association also has the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a Lot. The fee for a Resale Certificate must be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a Resale Certificate is in addition to, not in lieu of, the Administrative Fee.

ARTICLE VI
INSURANCE; SECURITY

SECTION 6.1. GENERAL PROVISIONS. The Board has the authority to determine whether or not to obtain insurance for the Association and, if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance are an expense of the Association which will be paid out of the Maintenance Fund. Provided that, the Association must at all times maintain directors' and officers' liability insurance.

SECTION 6.2. INDIVIDUAL INSURANCE. Each Owner, tenant or other person occupying a Residential Dwelling, is responsible for insuring his Lot and his Residential Dwelling, its contents and furnishings. Each Owner, tenant or other person occupying a Residential Dwelling, must, at his own cost and expense, be responsible for insuring against the liability of such Owner, tenant or occupant.

SECTION 6.3. INDEMNITY OF ASSOCIATION. Each Owner is responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his family, tenants, guests, invitees, agents, employees, or any resident or occupant of his Residential Dwelling, and hereby indemnifies the Association, its officers, directors and agents, and all other Owners against any such costs.

SECTION 6.4. SECURITY. DECLARANT AND ITS MEMBERS, THE ASSOCIATION, THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS AND ATTORNEYS, ("ASSOCIATION RELATED PARTIES") ARE NOT IN ANY WAY TO BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTY. THE ASSOCIATION RELATED PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. OWNERS, LESSEE AND OCCUPANTS OF ALL LOTS, ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE THAT THE ASSOCIATION RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES, OR OTHER SECURITY SYSTEMS (IF ANY ARE PRESENT) WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED

OR INTENDED. OWNERS, LESSEES, AND OCCUPANTS OF LOTS ON BEHALF OF THEMSELVES, AND THEIR GUESTS AND INVITEES, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION RELATED PARTIES ARE NOT AN INSURER AND THAT EACH OWNER, LESSEE AND OCCUPANT OF ANY LOT AND ON BEHALF OF THEMSELVES AND THEIR GUESTS AND INVITEES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENTIAL DWELLINGS AND TO THE CONTENTS OF THEIR RESIDENTIAL DWELLING AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION RELATED PARTIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR LESSEE ON BEHALF OF THEMSELVES AND THEIR GUESTS OR INVITEES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION, BURGLAR ALARM SYSTEMS, ACCESS CONTROL SYSTEMS, PATROL SERVICES, SURVEILLANCE EQUIPMENT, MONITORING DEVICES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

ARTICLE VII
FIRE OR CASUALTY: REBUILDING

SECTION 7.1. REBUILDING. In the event of a fire or other casualty causing damage or destruction to the Residential Dwelling or other Improvement on a Lot, the Owner of such damaged or destroyed Residential Dwelling or other Improvement must within ninety (90) days after such fire or casualty contract to repair or reconstruct the damaged portion of the Residential Dwelling or other Improvement and must cause such Residential Dwelling or other Improvement to be fully repaired or reconstructed in accordance with the original Plans therefor, or in accordance with new Plans presented to and approved by the Architectural Review Committee, and must promptly commence repairing or reconstructing such Residential Dwelling or other Improvement, to the end that the Residential Dwelling or other Improvement does not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Residential Dwelling or other Improvement must be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction. In the event that the repair and reconstruction of the

Residential Dwelling or other Improvement has not been commenced within ninety (90) days after such fire or casualty and the damaged or destroyed Residential Dwelling or other Improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, upon ten (10) days written notice to the Owner at the Owner's last known mailing address according to the records of the Association, has the authority but not the obligation to enter upon the Lot, raze the Residential Dwelling or other Improvement and restore the Lot as nearly as possible to its original condition. Any costs incurred by the Association to raze the Residential Dwelling or other Improvement and to restore the Lot to its original condition, plus fifteen percent (15%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of twelve percent (12%) per annum, or the maximum, non-usurious rate, whichever is less, will be charged to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

ARTICLE VIII
AMENDMENT, DURATION, ANNEXATION AND MERGER

SECTION 8.1. AMENDMENT. During the Declarant Control Period, Declarant has the authority to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners. After the expiration of the Declarant Control Period, Declarant has the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, correcting any inadvertent misstatements, errors, or omissions, or modifying a provision to comply with a change in applicable law; provided, however, any such amendment must be consistent with and in furtherance of the general plan and scheme of development for the Community. In addition, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than sixty-seven percent (67%) of the total votes allocated to Owners in the Association approved such amendment, setting forth the amendments and duly recorded in the Official Public Records of Real Property of Bandera County, Texas; provided that, during the Declarant Control Period, an amendment of this Declaration must also be approved in writing by Declarant and Declarant's written approval must be reflected on the amendment document. Provided further that, without the joinder of

Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration. In the event that there are multiple Owners of a Lot, the vote to approve an amendment to this Declaration may be cast by a single Co-Owner. Any legal challenge to the validity of an amendment to this Declaration must be initiated by filing a suit not later than one (1) year after the date the amendment document is recorded in the Official Public Records of Real Property of Bandera County, Texas.

SECTION 8.2. DURATION. The provisions of this Declaration will remain in full force and effect until January 1, 2037, and will be extended automatically for successive ten (10) year periods; provided, however, that the provisions of this Declaration may be terminated on January 1, 2037, or on the commencement of any successive ten year period by filing for record in the Official Public Records of Real Property of Bandera County, Texas, an instrument in writing signed by Owners representing not less than seventy-five percent (75%) of the Lots.

SECTION 8.3. ANNEXATION. Additional land may be annexed and subjected to the provisions of this Declaration by Declarant, without the consent of the Members, within ten (10) years of the date of Recordation. Further, additional land may be annexed and subjected to the provisions of this Declaration with the consent of not less than sixty-seven percent (67%) of the Members of the Association present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. Provided that, during the Declarant Control Period, the annexation of additional land will also require the written consent of Declarant. The annexation of additional land will be effective upon filing of record an annexation instrument in the Official Public Records of Real Property of Bandera County, Texas.

SECTION 8.4. MERGER. Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association will administer the covenants and restrictions applicable to the properties of the merging or consolidating associations as one scheme. No such merger or consolidation effects any revocation, change or addition to the provisions of this Declaration.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. SEVERABILITY. In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration will remain in full force and effect.

SECTION 9.2. NUMBER AND GENDER. Pronouns, whenever used herein, and of whatever gender, include natural persons and corporations, entities and associations of every kind and character, and the singular includes the plural, and vice versa, whenever and as often as may be appropriate.

SECTION 9.3. ARTICLES AND SECTIONS. Article and section headings in this Declaration are for convenience of reference and do not affect the construction or interpretation of this Declaration. Unless the context otherwise requires references herein to articles and sections are to articles and sections of this Declaration.

SECTION 9.4. DELAY IN ENFORCEMENT. No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof impairs, damages or waives the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

SECTION 9.5. ENFORCEABILITY. The provisions of this Declaration run with the Property and are binding upon and inure to the benefit of and are enforceable by Declarant, the Association, each Owner and occupant of a Lot in the Community, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given as provided by law, the Association is authorized to impose reasonable fines for violations of the provisions of this Declaration, the Builder Guidelines or any Rules and Regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by the provisions of this Declaration and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the provisions of such documents. Such fines, fees and costs are charges secured by the lien established in Section 5.6. and may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

SECTION 9.6 HEARINGS. If an Owner disagrees with a decision, request or interpretation of the Board or Architectural Review Committee, such owner shall have a right to a hearing with the procedures and schedule provided in section 209 of the Texas Property Code as

may be amended from time to time. The purpose of a hearing is to provide an opportunity for the Owner to discuss and verify the facts with the Association and possibly resolve the issues.

SECTION 9.7. REMEDIES. In the event any one or more persons, firms, corporations or other entities violate or attempt to violate any of the provisions of this Declaration, the Builder Guidelines or the Rules and Regulations, the Declarant, the Association, each Owner or occupant of a Lot within the Community, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.

SECTION 9.8. INTERPRETATION. The provisions of this Declaration are to be liberally construed to give full effect to their intent and purposes. If this Declaration or any word, clause, sentence, paragraph, or other part thereof is susceptible to more than one conflicting interpretation, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration and the general plan of development established by this Declaration governs.

Executed by Declarant and Owners on the dates set forth below and in the attached consents, to become effective upon recording in the Official Public Records of Real Property of Bandera County, Texas.

DECLARANT

LANTANA LAND COMPANY, LLC,
a Texas limited liability company

By: 

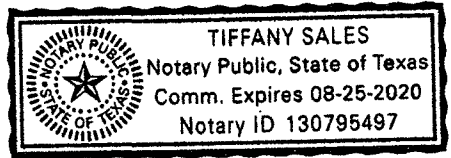
Print Name: Joseph L. Shepard

Its: manager

THE STATE OF TEXAS §
 §
COUNTY OF Brewster §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joe Shepard, _____ of LANTANA LAND COMPANY, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 9th day of November, 2017.



Tiffany Sales
Notary Public in and for the State of Texas

Return to:
The Community Association at Cielo Rio
c/o C.I.A. Services
P.O. Box 63178
Pipe Creek, TX 78063

Exhibit A-1PropertyCielo Rio Ranch Phase I

All those certain lots, tracts or parcels of land located and situated in Cielo Rio Ranch Phase I, a subdivision out of the T.F. Randolph survey No. 45 A-725; The C.S. Reed Survey No. 508 A-1431; and the Wyatt Dickerson Survey No. 2022 A-688 Bandera County, Texas, as shown by plat of said subdivision recorded in Volume 6, page 335, of the Plat Records of Bandera County, Texas, SAVE AND EXCEPT the following commercial tracts, to-wit:

Lots 1-6, Block A, Cielo Rio Ranch, Phase 1, a subdivision of Bandera County, Texas, according to the plat recorded in Volume 6, page 335, Plat Records, Bandera County Plat Records.

Lot 1, Block B, Cielo Rio Ranch, Phase 1, a subdivision of Bandera County, Texas, according to the plat recorded in Volume 6, page 335, Plat Records, Bandera County Plat Records.

Cielo Rio Ranch Phase II

All those certain lots, tracts or parcels of land located and situated in Cielo Rio Ranch, a subdivision out of the T.F. Randolph survey No. 45 A-725; The C.S. Reed Survey No. 508 A-1431; and the Wyatt Dickerson Survey No. 2022 A-688 Bandera County, Texas, as shown by plat of said subdivision recorded in Volume 6, pages 361-366, of the Plat Records of Bandera County, Texas.

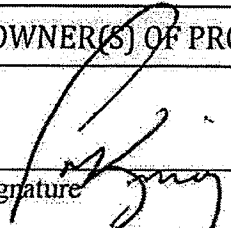
Cielo Rio Ranch Phase III A

All those certain lots, tracts or parcels of land located and situated in Cielo Rio Ranch, a subdivision of Bandera County containing 12.38 acres of land, more or less, and comprising approximate acreage out of various original patent surveys in Bandera County, Texas, as shown by plat of said subdivision recorded in Volume 7, pages 44-45, of the Plat Records of Bandera County, Texas.

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature

22 Aug 17
Date

H. Kurb
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase II, Block II, Lot 13 Rio Azul

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

George Lively
Signature

8-21-2017
Date

George Lively
Printed Name

Alanna Lively
Signature

8-21-2017
Date

Johanna Lively
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block A, Lot 7

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Janette O'Keefe
Signature

8-24-17
Date

Janette O'Keefe
Printed Name

Daniel O'Keefe
Signature

8-24-17
Date

Daniel O'Keefe
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 2, Block F, Lot 13

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

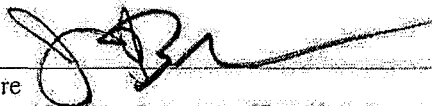
CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

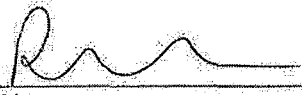
By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Signature 

Date 17 AUG 2017

Printed Name JOSEPH BROWN

Signature 

Date 17 Aug 2017

Printed Name Rena Brown

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase L, Block B, Lot 10

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Carolyn B Edwards
Signature

Aug 28 2017
Date

CAROLYN B EDWARDS
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block F, Lot 17

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Signature *RJ*

Date *8-21-2017*

Printed Name ROBERT JETT

Signature _____

Date _____

Printed Name _____

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block A, Lot 11

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Kathleen A. Walsh
Signature

17 Aug 17
Date

Kathleen A. Walsh
Printed Name

[Signature]
Signature

17 Aug 17
Date

Amy K. McNulty
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

- Cielo Rio Ranch Phase 1, Block E, Lot 5
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____

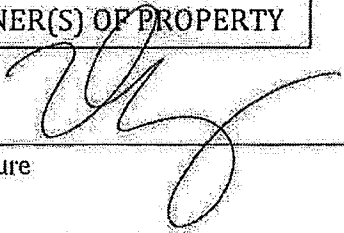
CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY



Signature

8/17/17

Date

Patricia R Gonzalez

Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block A, Lot 15

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Linnes Chester
Signature

August 19, 2017
Date

Linnes Chester
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block B, Lot 5

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

[Signature]
Signature

8/23/2017
Date

MORGAN SOE
Printed Name

[Signature]
Signature

8/23/2017
Date

Wyne Tun
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 2, Block X, Lot 12

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____


CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

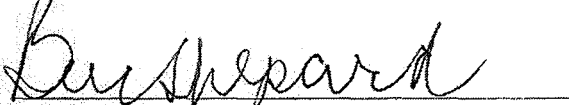
By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature

8-30-17
Date

Joseph L. Shepard
Printed Name


Signature

8-30-17
Date

Barbara Shepard
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 2, Block F, Lot 1

Cielo Rio Ranch Phase 2, Block F, Lot 2

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

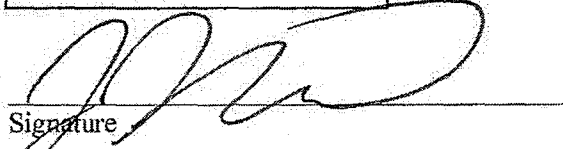
CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

Lantana Land Homes, LLC

OWNER(S) OF PROPERTY


Signature

8-30-17
Date

Joseph Shepard
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Lantana Land Homes

Cielo Rio Ranch Phase 2, Block X, Lot 3

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

**CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

Lantern Land Company, LLC

OWNER(S) OF PROPERTY

[Handwritten Signature]
Signature

8-30-17
Date

Joseph L. Shepard
Printed Name

Signature

Date

Printed Name

**OWNERS' PROPERTY IN
CIELO RIO RANCH**

<i>Phase</i>	<i>Lot</i>	<i>Block</i>		
Cielo Rio Ranch 2	<i>2</i>	17	A	2.01
Cielo Rio Ranch 2	<i>3</i>	18	A	2.01
Cielo Rio Ranch 2	<i>4</i>	19	A	2.06
Cielo Rio Ranch 2	<i>5</i>	23	A	2.00
Cielo Rio Ranch 2	<i>6</i>	25	A	2.24
Cielo Rio Ranch 2	<i>8</i>	26	A	2.23
Cielo Rio Ranch 2	<i>7</i>	5	F	2.03
Cielo Rio Ranch 2	<i>9</i>	9	F	2.02
Cielo Rio Ranch 2	<i>11</i>	11	F	2.00
Cielo Rio Ranch 2	<i>12</i>	12	F	2.04
Cielo Rio Ranch 3A	<i>38</i>	16	G	2.05

12 lots

Cielo Rio 1 4 B - Ranch House

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

Lantana Land Properties, LLC

OWNER(S) OF PROPERTY


Signature

8-30-17
Date

Joseph L. Shepard
Printed Name

Signature

Date

Printed Name

see attached 24 lots

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Phase ~~Lot~~ Lot Block

Cielo Rio Ranch 2	14	14	F	2.59
Cielo Rio Ranch 2	15	15	F	2.64
Cielo Rio Ranch 2	17	1	G	2.55
Cielo Rio Ranch 2	18	1B	G	2.00
Cielo Rio Ranch 2	19	2	G	2.00
Cielo Rio Ranch 2	30	3	G	2.00
Cielo Rio Ranch 2	31	8	G	2.14
Cielo Rio Ranch 2	32	9	G	7.67
Cielo Rio Ranch 2	33	10	G	2.94
Cielo Rio Ranch 2	34	11	G	2.01
Cielo Rio Ranch 2	35	12	G	2.00
Cielo Rio Ranch 2	23	1	I	2.62
Cielo Rio Ranch 2	25	2	I	2.20
Cielo Rio Ranch 2	16	6	X	2.00
Cielo Rio Ranch 2	18	9	X	2.53
Cielo Rio Ranch 2	19	10	X	2.70
Cielo Rio Ranch 2	20	11	X	2.80
Cielo Rio Ranch 2	21	14	X	2.02
Cielo Rio Ranch 2	22	15	X	2.28
Cielo Rio Ranch 2	23	16	X	2.06
Cielo Rio Ranch 2	24	17	X	2.00
Cielo Rio Ranch 3A	39	17	G	2.00
Cielo Rio Ranch 3A	40	18	G	2.15
Cielo Rio Ranch 3A	41	19	G	2.11

Montana Land Properties

Phase 2 21 lots
 Phase 3 3 lots

 Total 24 lots


C020G001 sold (Cobb, Jeremy M & Maria D)
 C020G012 sold (Sosa, Rodney P & Roxanne M)

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Joseph L. Shepard Pension Plan


Signature

8-30-17
Date

Joseph L. Shepard
Printed Name

Signature

Date

Printed Name

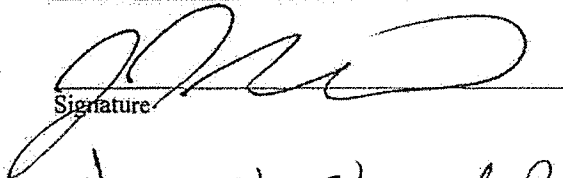
OWNERS' PROPERTY IN
CIELO RIO RANCH

- Cielo Rio Ranch Phase 1, Block H, Lot 8
- Cielo Rio Ranch Phase 1, Block H, Lot 9
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature

9-14-2017
Date

Joseph Shepard Pension Plan
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block B, Lot 9

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

John R Ottinger
Signature

9-11-17
Date

JOHN R OTTINGER
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 2, Block X, Lot 5

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Dennis Hendricks
Signature

Dennis Hendricks
Printed Name of Owner

9-18-17
Date

Jeranna Hendricks
Signature

Jeranna Hendricks
Printed Name of Owner

9-18-17
Date

OWNERS' PROPERTY
IN CIELO RIO RANCH:

Lot 4, Block , Phase 11
Legal Description

Lot 5 11
Rio Azul
Street Address

Please return this completed form to:
C.I.A. Services
P.O. Box 63178
Pipe Creek, TX 78063

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Reymundo de la Fuente
Signature

8/21/2017
Date

Reymundo de la Fuente Jr.
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block H, Lot 1

Cielo Rio Ranch Phase 1, Block H, Lot 2

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Rodney P. Sosa
Signature

8-31-2017
Date

Rodney P. Sosa
Printed Name

Roxanne M. Sosa
Signature

8-31-2017
Date

Roxanne M. Sosa
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block G, Lot 14

Cielo Rio Ranch Phase 2, Block G, Lot 13

Cielo Rio Ranch Phase _____, Block _____, Lot _____

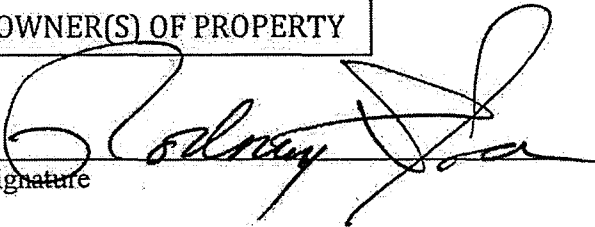
Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature

8-31-17
Date

Rodney P Sosa
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block G, Lot 15

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

RG
Signature

8-18-17
Date

Robert Garcia
Printed Name

Anna Garcia
Signature

8/18/17
Date

Anna Garcia
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase II, Block , Lot 21 Vaquero Loop.

Cielo Rio Ranch Phase , Block , Lot

Cielo Rio Ranch Phase , Block , Lot

Cielo Rio Ranch Phase , Block , Lot

Cielo Rio Ranch Phase , Block , Lot

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Marsh J Pronneke 9-6-2017
Signature Date

MARSH J. PRONNEKE
Printed Name

Betty Z Pronneke 9/6/2017
Signature Date

Betty Z. Pronneke
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 2, Block X, Lot 4

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

LC Jameson
Signature

9/11/17
Date

LC JAMESON
Printed Name

[Signature]
Signature

9/11/17
Date

Ralph A. Troiano
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block H, Lot 4

Cielo Rio Ranch Phase 1, Block H, Lot 5

Cielo Rio Ranch Phase 1, Block H, Lot 6

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

D. Mans
Signature

8-16-17
Date

David Marks
Printed Name

[Signature]
Signature

8/16/17
Date

Roberta Freed
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block A, Lot 14

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Kathy S. Tsam
Signature

10-7-17
Date

Kathy S. Tsam
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

- Cielo Rio Ranch Phase 1, Block B, Lot 6 now address is!
- Cielo Rio Ranch Phase _____, Block _____, Lot _____ 526 Cielo Arto Drive
- Cielo Rio Ranch Phase _____, Block _____, Lot _____ Pipe Creek
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Doug Shilen
Signature

10/14/17
Date

Doug Shilen
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Doug Shiten
Signature

10/14/17
Date

Doug Shiten
Printed Name

Signature

Date

Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Myrtle Lindberg III
Signature

10/14/17
Date

Myrtle Lindberg III
Printed Name

[Handwritten Signature]
Signature

10/14/17
Date

Amanda Lindberg
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 2, Block X, Lot 7X

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

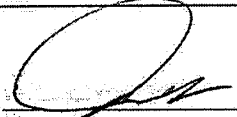
CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

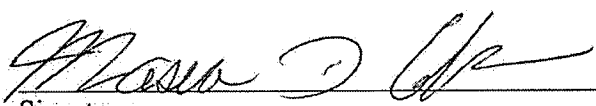
By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature

10/14/2017
Date

Jeremy Cobb
Printed Name


Signature

10/14/2017
Date

Maria D Cobb
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

Cielo Rio Ranch Phase ____, Block ____, Lot ____

CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

John Hillje
Signature

10/13/17
Date

JOHN HILLJE
Printed Name

Carolyn Hillje
Signature

10/13/17
Date

CAROLYN HILLJE
Printed Name


OWNERS' PROPERTY IN
CIELO RIO RANCH

- Cielo Rio Ranch Phase 1, Block A, Lot 9
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature

Heritage Land Properties 10/16/17
Printed Name of Owner Date

Signature

Printed Name of Owner

Date

**OWNERS' PROPERTY
IN CIELO RIO RANCH:**

Lot 15, Block G, Phase 1
Legal Description

Street Address

**CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

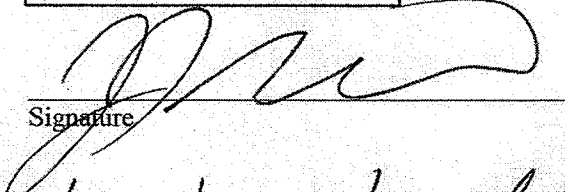
for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Signature



Date

10/16/2017

Printed Name

Lantera Land Company

Signature

Date

Printed Name

**OWNERS' PROPERTY IN
CIELO RIO RANCH**

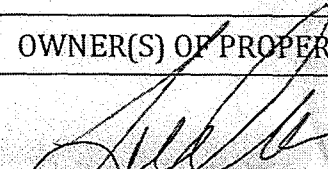
- Cielo Rio Ranch Phase 3, Block G, Lot 14
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____
- Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

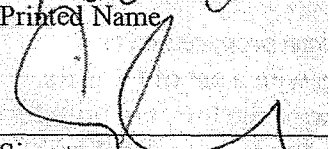
for
CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY


Signature _____ Date 10/9/17

Todd Chatterton
Printed Name _____


Signature _____ Date 10/9/17

Cheryl Chatterton
Printed Name _____

*already
sent approval
on 8/21.*

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block B, Lot 7

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Regan Baumgardner
Signature

Regan Baumgardner
Printed Name of Owner

October 16, '17
Date

Signature

Printed Name of Owner

Date

OWNERS' PROPERTY
IN CIELO RIO RANCH:

Lot 7, Block C, Phase 1 and Lot 8 Block A Phase 1
Legal Description

Street Address

10/8/17 I already sent this in (voted online) so its a duplicate.

CONSENT TO "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

SA

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I, Phase II and Phase III A" to which this Consent is attached.

+ vote for Board

OWNER(S) OF PROPERTY

Signature Aarth R Anderson

Date 10/9/17

Printed Name Sandra L. Anderson, Trustee

NOON

Joe Shepard

Signature _____

Date _____

Erik Lund

Printed Name _____

OWNERS' PROPERTY IN CIELO RIO RANCH

Account CØ1ØE003

Cielo Rio Ranch Phase I, Block E, Lot 3

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

CONSENT TO "AMENDED AND RESTATED DELCARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

for

CIELO RIO RANCH PHASE I, PHASE II AND PHASE III A"

By my/our signature(s), as the owner(s) of the property identified below, I/we do hereby approve the
"Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cielo Rio Ranch Phase I,
Phase II and Phase III A" to which this Consent is attached.

OWNER(S) OF PROPERTY

Paula Moore
Signature

11-3-17
Date

Paula Moore
Printed Name

David Moore
Signature

11-3-17
Date

David Moore
Printed Name

OWNERS' PROPERTY IN
CIELO RIO RANCH

Cielo Rio Ranch Phase 1, Block H, Lot 7

Cielo Rio Ranch Phase 2, Block F, Lot 6

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Cielo Rio Ranch Phase _____, Block _____, Lot _____

Hand Delivered To:

Annette McConnell/C.A.A.

DOC 00222577 VOL 1095 PG 510

Filed for Record in:
Bandera County

On: Nov 13, 2017 at 01:18P

As a
Recording

Document Number: 00222577

Amount 390.00

Receipt Number - 134216

By,
Elizabeth Morsan

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.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the official records of:
Bandera County
as stamped hereon by me.

Nov 13, 2017

Candy Wheeler, County Clerk
Bandera County