

AFTER RECORDING RETURN TO:

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This document amends and restates in its entirety that Declaration of Covenants, Conditions and Restrictions recorded Volume 401, Page 243 of the Deed Records of Hays County, Texas; that certain Amended Declaration of Covenants, Conditions and Restrictions recorded at Volume 425, Page 638 of the Deed Records of Hays County, Texas; and that certain Second Amended Declaration of Covenants, Conditions and Restrictions recorded at Volume 512, Page 584 of the Deed Records of Hays County, Texas.

such Lots shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) this Declaration shall amend and restate the Original Declaration in its entirety.

ARTICLE ONE – DEFINITIONS

1. ASSOCIATION. Shall mean and refer to Radiance Property Owners' Association, a Texas nonprofit corporation.
2. SUBDIVISION. Shall mean and refer to Radiance Phase I, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 2, Pages 397-399 of the Plat Records of Hays County, Texas, and all resubdivisions thereof and subsequent phases of Radiance being or to be developed and brought within the scheme of this Declaration.
3. COMMON PROPERTIES. Shall mean and refer to all property (including the improvements thereto) owned, leased or held by the Association for the purposes of safety, transportation, communication, recreation, landscaping or security for the common use and benefit of its Members, including, but not limited to streets and roads which have been completed but have not been accepted by the appropriate governmental entity for maintenance.
4. LOT. Shall mean and refer to each and any of the plots of lands shown on the Subdivision plat(s) or any resubdivisions thereof on which plot of land there is or will be built a residential dwelling, including detached dwelling lots and garden home lots. The term "Lot" shall not include any reservations on said plat(s) or Lots 20, 21, 22, or 24.
5. DETACHED DWELLING LOT. Shall mean and refer to Lots 1 through 18, 23A and 29 as set forth on the recorded subdivision plat, on which there is or will be built a single-family detached dwelling.
6. GARDEN HOME LOT. Shall mean and refer to Lots D-1 through D-18, as created by resubdivision within and as part of the areas designated on the original recorded plat as Lots 19 and 23, on which Lots (sites) a single-family garden home is or shall be constructed contiguous to another such attached garden home on an adjacent such Lot.
7. MEMBER. Shall mean and refer to every person or entity who holds membership in the Association.
8. OWNER. Shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot on which there is or will be built a detached single-family dwelling or an attached garden home unit, including contract purchasers.
9. RESIDENT. Shall mean and refer to a person who maintains his/her/their permanent residence in the Subdivision.

ARTICLE TWO - PURPOSE

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

ARTICLE THREE - PROPERTY SUBJECT TO THIS DECLARATION

1. DESCRIPTION. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration consists of all of Radiance Phase I, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 2, Pages 397-399 of the Plat Records of Hays County, Texas (and any subsequently recorded plats including resubdivisions thereof).
2. MINERAL EXCEPTION. There is hereby excepted from the Subdivision and Association will hereafter except from all its sales and conveyances of the Lots, all oil, gas and other minerals in, on and under the Lots.
3. ADDITIONAL LANDS. The Association, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development (including, without limitation, subsequent phases of the Radiance Subdivision) upon the approval of the Board of Directors of the Association, in its sole discretion. Any additions authorized under this subsection shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, and the execution thereof by a majority of the members of the Board of Directors of the Association shall constitute all requisite evidence of the required approval thereof by such Board of Directors. Such Supplemental Declaration must impose an annual maintenance charge assessment on the property covered thereby, on a basis substantially equivalent to the maintenance charge and assessment structure imposed by this Declaration, and may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands.

ARTICLE FOUR - PROPERTY RIGHTS

1. **OWNERS' EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) the right of the Association to charge reasonable admission and other fees for the use or any recreational facility situated upon the Common Properties; and
 - (b) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility or non-profit corporation for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an acknowledgement certifying the approval by 2/3rds of the Members has been recorded in the Deed Records of Hays County, Texas.

2. **DELEGATION OF USE.** Any Owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Properties and facilities to the members of their immediate family, their tenants, or contract purchasers who reside on their Lot. Short-term tenants will not be eligible for use of the pool.

3. **PARKING RIGHTS.** Ownership of each Garden Home Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE FIVE – RADIANCE PROPERTY OWNERS' ASSOCIATION

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

2. **MEMBERSHIP.**
 - (a) Every Owner of a Lot within the Subdivision shall automatically become a Member of the Association.
 - (b) Membership shall be appurtenant to and shall not be separated from Lot ownership. Membership shall be in accordance with the Articles of Incorporation and Bylaws of the Association.

3. VOTING RIGHTS. Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person or entity holds a fee simple interest in any Lot, all such persons or entities shall be Members. The vote for such Lot may be exercised as the Owners thereof mutually agree, but in no event shall the vote for such Lot exceed the total share vote to which each Lot is entitled as herein provided.

ARTICLE SIX – MAINTENANCE AND ASSESSMENTS BY PROPERTY OWNERS’ ASSOCIATION

1. COMMON PROPERTY MAINTENANCE. The Association shall maintain, preserve and operate the Association’s Common Properties to the extent and the effect that the Association's Board of Directors deems appropriate from time to time. The Association’s responsibility to preserve Common Properties shall include, without limitation, an obligation to pay all taxes assessed against such Common Properties.
2. EXTERIOR MAINTENANCE OF LOTS. It shall be the responsibility of each Owner to properly maintain in good repair, condition and appearance according to the criteria, schedules and notices published or delivered by the Association the following exterior maintenance items and areas on their Lot: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, windows, doors, decks, trees, shrubs, grass, walks, and other exterior improvements situated on the Lots. Courtyard and parking areas contiguous to but not part of such Lots shall be maintained by the Association as Common Properties of the Association. If either (i) in the sole discretion of the Architectural and Building Committee or another committee specifically and appropriately so empowered by the Board of Directors, an Owner has failed to provide such exterior maintenance in a proper and timely fashion; or (ii) a dispute should arise between two or more Owners as to the proper exterior maintenance or allocation and payment of expenses related thereto, then: the Association shall notify the affected Owner(s) and make such repairs as it deems proper, the cost of which maintenance or repair shall, at the election of the Architectural and Building Committee, be added to and become an additional part of the Owner's Annual Assessment as established in Article Six, paragraph 3 hereunder, or be immediately charged to and paid by the Owner.
3. ASSESSMENTS ESTABLISHED. Each Owner of any Lot in the Subdivision, by acceptance of a deed and/or contract for deed therefor, whether or not it shall be so expressed in such deed and/or contract, is deemed to covenant and agree to pay to the Association: (i) Regular Annual Assessments or charges, (ii) Individual Assessments pursuant to Article Six, Paragraphs 2 and 14 hereunder, and (iii) any Special Assessments which may be levied as the result of any capital improvement or maintenance expense incurred by the Association, including without limitation pursuant to Article Six, Paragraphs 2, 13 and 14 and Article Nine, Paragraph 27 of this Declaration. Such assessments shall be established and collected as hereinafter provided.
4. PURPOSES OF REGULAR ANNUAL ASSESSMENTS. The Regular Annual Assessments levied by the Association shall be used to maintain, preserve and operate the Association's Common Properties for the benefit of its Members. Such purposes shall include, but not be limited to:

providing utility services to Common Properties; paying ad valorem taxes on Common Properties; providing for the maintenance of streets, roads, parking areas, thoroughfares and bridges which have been completed but have not been accepted by the appropriate governmental entity for maintenance; maintaining and preserving landscaped and/or recreational areas in the Common Properties; and creating reasonable reserves for the future construction, maintenance, preservation and operation of Common Properties.

5. AMOUNT OF REGULAR ANNUAL ASSESSMENTS. The Association shall establish a budget on or before December 1st of each year for the following calendar year. Such budget shall include an estimate of all expenses and reserves for which such Association shall be responsible. The resulting annual budget shall be prorated among the Members of such Association by way of Regular Annual Assessments in accordance with the provisions of this Declaration.
6. BASIS OF ASSESSMENTS. Regular Annual Assessments shall be fixed in accordance with Article Six, Paragraph 11 hereof and may, at the discretion of the Board of Directors, be collected on an annual, semi-annual, quarterly or monthly basis, according to such notice and prepayment discount schedule (if any) as shall be fixed and published by the Board of Directors.
7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The Annual Assessments provided for herein shall commence on the first day of the first month following the conveyance of such Lot to an Owner, shall be prorated according to the number of months remaining in the initial year of ownership, and shall continue thereafter at the full Annual Assessment rate at the discretion of the Association. The Association's Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days prior to January first of each calendar year and written notice of the amount of such assessments shall be sent to the Owner of every Lot subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association stating whether or not the assessments on a Lot have been paid.
8. PERSONAL OBLIGATION AND LIEN; REMEDIES OF THE ASSOCIATION FOR NONPAYMENT. There is hereby imposed a continuing lien on each Lot in the Subdivision to secure the payment of any Regular, Individual or Special Assessment authorized hereunder, including any assessment resulting from maintenance expense incurred by the Association, the Declarant or the Committee pursuant to Article Six, or to Article Eight, Paragraph 27 hereof, and such lien shall, to the fullest extent permitted by law, bind such Lot or Lots in the hands of the then Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns. Any assessment authorized hereunder not paid on or before the date due shall be deemed delinquent. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner of such property at the time when such assessment falls due. If an assessment is not paid within thirty (30) days after the due date, the Association may levy a monthly late fee in an amount determined by the Board of Directors and such assessment shall bear interest from the due date at the rate of ten percent per annum. The Association may either (i) bring an action at law against the Owner personally obligated to pay the same; (ii) foreclose said lien against the Lot; or (iii) both; and, in such event, there shall be added to the amount of such

assessment interest as provided herein and all costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Properties or by abandonment of such Owner's Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien to secure payment of the assessments and maintenance fees provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the validity of an assessment lien hereunder. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien to secure payment of such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien securing the payment thereof. No extinguishment of any lien shall relieve the delinquent Owner from his personal obligation and liability for payment of the fee or assessments therefor secured by that lien.
10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:
 - (i) All property dedicated and accepted by any local governmental authority and devoted to public use; and
 - (ii) All Common Properties or other non-residential property as determined by the Board of Directors.
11. CALCULATION OF ASSESSMENTS BY LOT. The ratio of the assessments made against each Lot by the Association shall be the same as the ratio of one (1) to the total lot denominator as hereinafter defined. The "total lot denominator" is 38, and shall be recalculated (as the sum of the total number of Garden Home Lots in the Subdivision plus the total number of Detached Unit Lots in the Subdivision), upon the request of the Board of Directors in order to reflect resubdivisions or future phases. No diminution or abatement of assessments shall be allowed or claimed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties or from the construction, relocation, installation or repair of Common Properties, or from any action taken to comply with any law, ordinance, or order of a governmental authority.
12. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members present in person or by proxy at a meeting duly called for this purpose.
13. INDIVIDUAL ASSESSMENT. In the event that the need for maintenance or repair of a Lot or the improvements thereon or on the Common Properties is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot requiring such maintenance or repair, the cost of such maintenance or repair shall be considered an Individual Assessment which shall be added to the Owner's account.

ARTICLE SEVEN - RIGHT OF FIRST REFUSAL

1. **TERMS OF DECLARANT'S RIGHT OF FIRST REFUSAL.** In the event Owner wishes to sell or transfer his interest in his Lot including any improvements thereon and shall have received a bona fide offer therefor from a prospective purchaser, Owner will give Declarant immediate written notice thereof together with an executed copy of such offer and the terms thereof. Declarant shall have the right to purchase the Lot upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase is given to the Owner by Declarant within 30 days after receipt of the notice from Owner and provided Declarant thereafter effects the purchase prior to the later of: (i) the closing date set forth in the abovementioned bona fide offer, or (ii) 60 days from Declarant's notice to Owner of election to purchase. Such right to elect to purchase the Lot then being sold shall be freely assignable by Declarant. In the event that Declarant shall not elect within the aforesaid 30-day notice period to purchase the Lot, the Owner shall have the right, for a period of 90 days thereafter, to consummate the sale of the Lot on the terms and conditions set forth in the offer and to the person or persons making the offer, after which period the right of first refusal herein set forth shall again apply. The failure of or refusal by Declarant to exercise the right to purchase shall not constitute or be deemed to be a waiver of such right to purchase when the Owner or his assigns receives any subsequent bona fide offer from a prospective purchaser. In the event Owner or his assigns shall attempt to sell the Lot without affording to Declarant the right of first refusal herein provided, such sale shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser.
2. **SUBORDINATION TO RIGHTS OF MORTGAGE HOLDER.** In no case shall the right of first refusal reserved herein affect the right of the Owner to subject his interest in the Lot to a deed of trust, mortgage or other security instrument. The rights of Declarant and its assigns shall be subordinate to those of deed of trust and mechanic's lien holders. In the event of any default on the part of the Owner under any first mortgage which entitles the holder thereof to foreclose same, any sale under such foreclosure and any subsequent sales, including delivery of a deed to the first mortgage in lieu of such foreclosure, shall be made free and clear of the right of first refusal provisions and this Article shall thereafter not apply to said Lot.

ARTICLE EIGHT – ARCHITECTURAL AND BUILDING COMMITTEE

1. **CREATION.** An Architectural and Building Committee (the "Committee") shall be designated and composed of at least three (3) but not more than five (5) members, to be appointed by the Board of Directors. Each member of the Committee shall until such member resigns by giving written notice of resignation to the remaining members of the Committee, or is removed at the direction of the Association. The Committee shall serve at the pleasure of the Board, and a member of the Committee may be removed for any reason.
2. **ADOPTION OF RULES.** The Committee shall have the authority to adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or appropriate for the performance of its duties hereunder. In addition, the Committee shall have the power and

authority to impose a reasonable charge not in excess of \$250, payable to the Association, as it deems necessary or convenient for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration.

3. **NON-LIABILITY OF COMMITTEE MEMBERS.** Neither the Committee, nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of the performance of the Committee's duties under this Declaration, unless such loss, damage, or injury is due to the willful misconduct or bad faith of the Committee or its member, as the case may be.
4. **SUBMISSION AND APPROVAL OF PLANS AND SPECIFICATIONS.** A copy of the construction plans and specifications, including exterior views, exterior materials, colors and elevation; a site plan showing the location of any proposed structure or improvement; a landscaping plan; and any other information or documents which may be required by the Committee shall be delivered, together with any review fee which is imposed by the Committee in accordance with Article Eight, Paragraph 2, to the Committee at the offices of the Association at 108 Royal Way Suite 1005, Austin, Texas 78737, or such other address as may hereafter be designated in writing from time to time, not less than thirty (30) days prior to the date construction on a Lot is to be commenced. No structure or improvement, including but not limited to buildings, fences, walls, landscaping, pools, exterior lighting fixtures, security and emergency communications systems, satellites, antennae and/or solar panels, shall be placed or altered on any Lot until the plans and specifications therefor and the builder or contractor which the Owner intends to use to construct the proposed structure or improvement have been approved in writing by a majority of the members of the Committee. The Committee may, in reviewing such plans and specifications, consider any information which it deems proper, including, without limitation, any permits or percolation tests which may be required by the Committee or any other entity; information relating to the question of whether any proposed improvement would unreasonably obstruct the view from neighboring Lots; harmony of external design and location in relation to surrounding structures, topography and finished grade elevation; and the identity of the builder or contractor which an Owner proposes to use to construct the proposed structure or improvement. The Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Committee, in its sole discretion, may require. A copy of the construction plans and specifications and a site plan showing the location of the proposed structure or improvement, if approved, shall remain in the possession of the Committee until the Subdivision is built out in its entirety. Site plans must be approved by the Committee prior to the clearing of any Lot or the construction of any improvements thereon. The Committee may refuse to approve plans and specifications for proposed improvements on any grounds which, in the sole and absolute discretion of the Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In reviewing plans and specifications, the Committee shall consider, but not be limited by, the purposes set forth in Article Two of this Declaration. The Committee may, in its discretion, waive any or all of the above procedural requirements in connection with improvements to be constructed by the Association, its contractors or agents.
5. **ACTIONS OF THE COMMITTEE.** The Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or

perform any duties for and on behalf of the Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the members of the Committee taken with or without a meeting shall constitute an act of the Committee.

6. **FAILURE TO ACT.** In the event that any plans and specifications are submitted to the Committee as provided herein, and the Committee shall fail either to approve or reject such plans and specifications for a period of twenty-one (21) days following such submission, no approval for the Committee shall be required, and approval of such plans and specifications shall be presumed; provided, however, that such twenty-one (21) day period shall not begin to run until all information required to be submitted by the Committee to assist in its review of any plans or specifications has been received by the Committee. Any failure of the Committee to act upon a request for a variance hereunder shall not be deemed a consent to such variance, and the Committee's written approval of all requests for variances shall be expressly required.
7. **VARIANCES.** The Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration hereinafter placed of record, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, setbacks, building envelopes, colors, materials, or land use, when, in the opinion of the Committee, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision, and such variance is justified due to visual or aesthetic considerations or unusual circumstances. The Board of Directors reserves the right to review and approve or disapprove decisions made by the Committee on variances granted by the Committee. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive or amend any of the terms and provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions hereof.
8. **DURATION OF APPROVAL.** The approval or consent of the Committee of any plans and specifications, whether by action or inaction, and any variances granted by the Committee not stating a different period of effectiveness shall be valid for a period of-six (6) months only. In the event construction in accordance with such plans and specifications or variance is not commenced on a Lot within such six (6) month period, the Owner of the Lot shall be required to resubmit such plans and specifications or request for a variance to the Committee, and the Committee shall have the authority to re-evaluate such plans and specifications in accordance with this Article and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval thereof.
9. **NO WAIVER OF FUTURE APPROVALS.** The approval or consent of the Committee to any plans or specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to

withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval by the same or a different person: nor shall such approval or consent be deemed to establish a precedent for future approvals by the Committee.

ARTICLE NINE - LAND USE AND ARCHITECTURAL RESTRICTIONS

1. **LAND USE AND BUILDING TYPES.** All Lots shall be used only for residential, recreational and community purposes in accordance with these covenants, conditions and restrictions, and no building or improvement shall be erected, altered, placed or permitted to remain on any Lot except as authorized under the terms and conditions hereof. All buildings shall be subject to such height limitations as the Committee may judge necessary to preserve lines of sight and views from neighboring Lots. The Committee encourages house styles that blend with the Texas Hill Country and overall community aesthetic. Texas contemporary and styles of the Spanish/Mediterranean tradition are encouraged. Victorian gingerbread, Tudor, A-frames, domes, and flat roofed homes are discouraged. Houses should not dramatically contrast with neighboring houses or the landscape.
2. **COMPLETION OF STRUCTURES.** The exterior of each house or other improvement shall be completed and finished within twelve (12) months of the earliest to occur of (i) the placement of building materials on the Lot, or (ii) the commencement of foundation work for the structure, or (iii) the commencement of on-site work on the structure itself.
3. **MINIMUM FLOOR AREA.** Any single-family dwelling constructed on a Detached Unit Lot must have a first floor area of not less than 800 square feet and total area of not less than 1,200 square feet, exclusive of open and closed porches or greenhouse solariums, decks, terraces, patios, balconies, driveways and garages.
4. **GARDEN HOMES.** Changes to Crystal or Royal Garden Homes must be agreed to by a majority of the Garden Home Owners who reside in either the Crystal or Royal Garden Homes, wherever the change is proposed. This includes room additions, exterior color changes, and other modifications that will affect the exterior of the Garden Home.
5. **EXTERIOR FINISH MATERIALS.** All homes shall be constructed with an exterior facade of at least one-third masonry. Roofing materials may include tile, non-shiny metal, asphalt, solar, slate. Garden homes must collectively conform to shared roofing choices within each total group of Garden Homes, such as Royal Garden Homes or Crystal Garden Homes. All exterior finishes shall be earthen colors that do not draw attention away from the natural landscape. Door color may be an exception with Committee approval.
6. **SETBACKS.** No building shall be located on any of the Lots nearer than twenty (20) feet from any Lot line, street or cul-de-sac. The Committee shall have the right to impose such additional setback requirements as it deems necessary to preserve lines of sight from neighboring Lots. The

Committee shall be entitled to review and modify the setback requirements for Lots for which compliance with the foregoing setback requirements might be difficult or impossible.

7. DRIVEWAYS. All private roads and driveways on any Lot shall be adequate in size (including garage and carport area) to properly accommodate at least four (4) parked full-size vehicles; shall be constructed of paving at least in accordance with Hays County road specifications; and shall be properly maintained. All drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be subject to the approval of the Committee.
8. PETS, LIVESTOCK, WILDLIFE. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purpose on any Lot. No more than four (4) pets may be kept on each Detached Dwelling Lot. A maximum of two pets are allowed per Garden Home Lot. Dogs must be on leash within the Subdivision except at a dog park designated by the Association or within the boundaries of an Owner's Lot. No animal(s) may be kept which, in the sole discretion of the Committee, shall create any health, noise, odor, or other nuisance. Intentional feeding of deer is prohibited.
9. CAMPING. No camping shall be allowed without the prior consent of the Committee. Only in connection with camping approved by the Committee shall tents, trailers, or motor homes be erected and/or used on any Lot.
10. PROHIBITED STRUCTURES. No mobile home shall be placed on any Lot at any time, either temporarily or permanently. Recreational vehicles must be stored in a garage or behind a privacy fence or where they are not visible from neighboring Lots or the street. Owners may keep a recreational vehicle (RV) or trailer on their Lot for the purpose of loading or unloading for a maximum of five (5) days.
11. TRUCKS, BUSES, TRAILERS AND BOATS. No bus, semi-trailer, machinery, equipment, or truck larger than a 1-ton pickup shall be kept, placed, maintained, constructed, or repaired on any Lot or in the street in front of any Lot, except for construction and repair vehicles during the period of construction on a Lot. No motor vehicle of any type shall be constructed or repaired on or in front of any Lot in such a manner as to be visible from neighboring property. Washing, cleaning and general maintenance of Owners' vehicles is permitted. Longer term maintenance projects that require a vehicle to be raised or left partially dismantled for more than seven (7) days are prohibited.
12. GARBAGE DISPOSALS AND WATER SOFTENERS. Garbage disposals are prohibited on Lots whose septic system is managed by the Association, to avoid undue burden on the septic system.
13. SEWAGE DISPOSAL. All soil absorption sewage disposal systems must be constructed (i) in conformity with the minimum requirements of the Division of Sanitary Engineering of the Texas State Department of Health; (ii) in conformity with the restrictions outlined on the recorded plat of the Subdivision; and (iii) inspected for compliance by a duly authorized agent of the Hays

County Health Department. In addition, no sewage disposal systems or components thereof may be installed on any Lot without the prior written approval of the Committee. The Committee is hereby authorized to consider, without limitation, when evaluating proposed plans for soil absorption sewage disposal systems: (i) the soil percolation rate and known subsurface geology of the proposed drainfield site; (ii) the projected load upon the sewage disposal system in view of the planned number of bedrooms, water conservation devices, etc.; and (iii) the cost and effectiveness of alternative systems. The Committee is hereby authorized to set such standards for acceptable sewage disposal systems in excess of the minimum standards set by appropriate governmental entities as the Committee, in its sole discretion, shall deem necessary to protect the environmental integrity of the Subdivision and the health of its residents. The Committee may approve sewage disposal systems allowing soil absorption of effluence on a properly designated Lot or other area other than the Lot on which the effluence originated.

14. WATER SOFTENERS. Water softeners installed on any Lot must drain into the landscape, not into the septic system, and the Committee encourages Owners to ask for guidance if installing a water softener.
15. BUTANE/PROPANE AND FUEL TANKS. No large capacity butane/propane or fuel tanks or other structure or facility for the storage of combustible fuels shall be placed or maintained on any Lot. Up to four (4) ten-gallon tanks may be stored for BBQ grills.
16. FENCES. Any fence, wall, hedge or other similar structure or improvement must be approved by the Committee with respect to location, height, type and materials and design. Privacy fences are generally limited to backyards. For Detached Dwelling Lots, a privacy fence area will not exceed 1400 square feet unless for the purpose of hiding water storage tanks. For Garden Homes, a privacy fence area will not exceed 675 square feet. No chain link fence will be permitted. Temporary wire fences to protect plants from wildlife will be permitted within parameters subject to Committee approval. Perimeter fencing will generally not be permitted.
17. SIGNS. No signs shall be allowed on any Lot except those allowed by law or approved by the Committee.
18. PARKING. On-street parking shall be discouraged, except in emergency circumstances. Driveway design and construction shall provide for at least four (4) parking spaces for each Detached Dwelling Lot, inclusive of carport and/or garage space. Given the dangers of crushing of utility or sewage lines, the starting of grass fires, and the problem of soil compaction, vehicles should not be driven or parked on lawns or shoulders of roads.
19. DUMPING, RUBBISH, GARBAGE AND STORAGE. No Lot shall be used or maintained as a dumping ground for rubbish or trash, nor may such materials be buried or burned on any Lot. All garbage or other waste shall be kept in sanitary containers, and the location and type of such containers shall be subject to the approval of the Committee.

20. PROHIBITED ACTIVITIES. No firearms or explosives shall be unlawfully discharged on any Lot. Fireworks are allowed with adult supervision on New Year's Eve until 12:30 am on January 1, and on July 4th, unless the community is under a burn ban. No hunting or trapping, including hunting with bow and arrow, shall be permitted within the Subdivision. Live traps used for relocation of pests are allowed.
21. COMMERCIAL ACTIVITIES AND LEASING. No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots. Subject to the prior written consent of the Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to an Owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home offices do not become an annoyance or nuisance to the neighborhood, in the sole and absolute discretion of the Committee. Owners who rent their property must communicate any Rental Guidelines determined by the Association to their guests/tenants. Only Residents may operate short-term (under three (3) months) rentals. Access to pool and other community amenities that is available to Owners does not extend to tenants/guests in short-term rentals. All lease agreements must expressly state that the tenant's leasehold and right of occupancy of the Lot is subject to the provisions of the Declaration, rules and regulations, Bylaws and Association-adopted policies ("Governing Documents") and that the mere execution of the lease for a Lot (for any period of time) by the tenant subjects the tenant to all pertinent restrictions contained in the Governing Documents to the same extent as if the tenant were an Owner; provided that notwithstanding the foregoing or any provision of the lease between the Owner of a leased Lot and a tenant, such Owner shall not be relieved of any obligation under the Governing Documents and shall remain primarily liable thereunder. The Owner of a leased Lot is responsible for providing his or her tenant with copies of the Governing Documents and notifying the tenant of any changes thereto during the lease term. Each tenant is subject to and must comply with the Governing Documents, federal and state laws and local ordinances. The Association may send notices of violations of the Governing Documents by a tenant to both the tenant and the Owner of the Lot leased or occupied by such tenant. Whether or not it is so stated in the lease, a tenant's violation of the Governing Documents shall constitute a material default of the lease for which the Owner of the leased Lot shall have all available remedies at law or equity. Failure by an Owner's tenant to comply with any of the Governing Documents shall constitute a violation of the Declaration, and shall give rise to a cause of action in law or in equity to enforce the Governing Documents, and to recover sums due for damages or injunctive relief or both, maintainable by the Association or by any Owner. Each Owner shall be responsible for, and may be held liable for, any and all violations to the Governing Documents by the occupants, tenants, guests, lessees, or invitees to their Lot, and for any damage to the common area that such persons may cause. The decision for the Association to pursue enforcement action in any particular case shall be left to the Board's sole discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs reasonably incurred in such action. The Association's failure to enforce any such provision of the Governing Documents at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other such provision. The Owner of a leased Lot shall be liable for any and all damages caused to

the common areas by a tenant and/or occupant of the Owner's Lot, as well as the tenant or occupant's family, guests, employees, contractors, agents, or invitees. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Governing Documents, each Owner appoints the Association as his or her attorney-in-fact, with full authority to act in his or her place in all respects, solely for the purpose of enforcing the Governing Documents.

22. ANNOYANCE OR NUISANCE. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
23. CLOTHESLINES, WINDOW AIR CONDITIONERS, ANTENNAE. No clothesline or air conditioner window unit shall be visible from a neighboring Lot without the written consent of such neighboring Owner. No unsightly or elaborate radio, television or dish-satellite antennae shall be permitted excluding those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time; and provided, however, that conventional antennae for normal household radio and television purposes may be maintained, subject to the approval of the Committee as to appearance, height and location. If an installed antenna is no longer being utilized to provide service, it must be removed within ninety (90) days of the cancellation of service.
24. LIGHTING. The Association subscribes to local efforts to preserve Night Skies, such as the guidelines adopted by Hill Country Alliance and nearby communities such as Dripping Springs and Wimberley. Aim lights down so that light projects below and out to the sides of fixtures. Shield every light so that the source of the light cannot be seen from neighboring properties. Reduce the amount of lighting by selecting the number of lumens for each desired application (recognizing that using needlessly bright light can make nearby areas dangerously dark, actually degrading security). Use of a switch, timer, or motion detector to conserve valuable resources and to avoid "light trespass" upon neighboring properties. Solar-activated lighting that cannot be turned off or put on a timer shall be prohibited. Lighting to highlight or accent vegetation or buildings is prohibited. Holiday lighting shall be allowed if limited to a maximum of 45 days. All exterior lighting shall be subject to review and approval by the Committee, and no offensive exterior lighting shall be permitted.
25. TOXIC SUBSTANCES. The Committee shall have the right to prohibit the storage and/or application on Lots of those toxic substances including, without limitation, herbicides and pesticides, which, (i) in the sole discretion of the Committee, present an unreasonable hazard to human health or environmental quality due to the location, type or amounts of such storage and/or application, or (ii) create residues detected outside the Lot on which they were applied.
26. TREES AND LANDSCAPING. No living trees having a diameter of five (5) inches or more, measured one foot above natural ground level, shall be removed from any Lot without the consent of the Committee. Dead or diseased trees may be removed with the approval of a certified arborist

or a representative of the Committee. Owners are encouraged to remove any tree stumps or cut them flush with ground level. Dead branches shall also be promptly removed at the Owner's expense. Owners of Detached Dwelling Lots shall obtain written agreement from their neighbor to landscape within ten (10) feet of their common Lot line. Invasive plants, such as those on the invasive species list published by the City of Austin, are prohibited.

27. SURFACE MINING. No quarrying or surface mining operations shall be permitted upon or in any Lot.
28. RE-SUBDIVISION AND CONSOLIDATION. Only one single-family dwelling shall be erected on any Detached Dwelling Lot, provided that an Owner may construct an additional structure with the Committee's approval. An Owner may not consolidate two or more Lots for the purpose of constructing one single-family dwelling thereon.
29. EASEMENTS. In accord with and in addition to the easements and setbacks shown and referenced on the plat of record for the Subdivision, there is hereby reserved to the Association, its successors and assigns: (i) easements on, over and under each Lot for the placement and maintenance of meter boxes, transformer pads, pull boxes and other fixtures necessary for or relating to utility lines placed within the public utility easements shown on the plat of record for the Subdivision; (ii) a ten (10) foot wide public utility easement along each of the front, side and rear lines of each Lot; (iii) a greenbelt and pedestrian easement of location and width designated on the plat or record for facilitating the smooth flow of pedestrian and non-motorized vehicular traffic through the Subdivision, the trails, benches, landscaping and other improvements which shall be constructed and maintained by the Association without the requirement of Owner consent in regard to said traffic and/or improvements; and (iv) the right of ingress and egress, for the installation, operation, maintenance, repair, or removal of any utility and other facilities, together with the right of removal of any obstruction that may be placed in such easements which would constitute interference with the use, maintenance, operation or installation of such facilities. An easement is hereby granted to all law enforcement, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles and other service vehicles to enter upon the Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Lots to render any service.
30. WATER AND OTHER WELLS. Because the lots in the Subdivision are served by a central community water system and it is important to protect and preserve the aquifers underlying the Subdivision, private wells may not be drilled so long as potable water is available through the central system. Gas, geo-thermal and other wells may not be drilled without the prior written approval of the Committee and appropriate regulatory authorities. No water shall be transported for commercial purposes off the premises, and houses within the Subdivision shall be constructed with such water-conservation devices as the Committee from time to time may prescribe. Swimming pools are not permitted on individual Lots, and no water from the central system will be used to fill or maintain large water features.

31. **MAINTENANCE REQUIREMENTS.** In the event the Owner of any Lot shall fail to maintain such Lot and the improvements situated thereon in a neat and orderly manner, the Association shall have the right to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other improvements erected thereon at the expense of the Owner. The Association shall have the sole authority to determine the acceptability of the maintenance and appearance of any Lot. In the event that the Association incurs any expense in maintaining all or any portion of a Lot, the costs thereof shall be charged to and paid by the Owner of such Lot. If such Owner fails to pay such costs upon demand, such costs shall constitute an Individual Assessment to which such Lot is subject. Furthermore, the Association shall have the right to maintain an action in a court of appropriate jurisdiction to recover any sums so expended and reasonable attorney fees. In addition, the Association shall be entitled to pursue the remedies set forth in Article Six, paragraphs 2 and 14 of this Declaration.

ARTICLE TEN - PARTY WALLS

1. **GENERAL RULES OF LAW TO APPLY.** Each wall or fence which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
2. **SHARING OF REPAIR AND MAINTENANCE.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall, such allocation to be determined by the Committee in the event of dispute.
3. **DESTRUCTION BY FIRE OR OTHER CASUALTY.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
4. **WEATHERPROOFING.** Notwithstanding any other provisions of this Article, an Owner who by their negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. **RIGHT TO CONTRIBUTION RUNS WITH LAND.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
6. **DISPUTES.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, any party may notify the Committee of such dispute, and the decision shall be by the Committee after consulting with the parties involved.

ARTICLE ELEVEN – GENERAL PROVISIONS

1. **ENFORCEMENT.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Any failure to enforce the covenants and restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter, and any violation of these covenants shall not affect the lien of any mortgage or deed of trust or of any secured party. Any person or entity found by a court of appropriate jurisdiction to be in violation of this Declaration shall be liable to the party seeking to enforce this Declaration for all costs, expenses and reasonable attorneys' fees incurred in connection with the enforcement hereof. In addition to any other remedy set forth in this Declaration, the Association, acting through its Board of Directors, shall have the power and authority at all times to assess reasonable fines against an Owner for violations of any restriction, condition, covenant, or reservation set forth in this Declaration or any rules or regulations adopted by the Association, which have been committed by an Owner, a tenant or occupant of the Owner's Lot, or the Owner, tenant or occupant's family, guests, employees, contractors, agents or invitees. The Board shall have the power and authority to set the amounts of said fines pursuant to a fining policy adopted by the Association.
2. **SEVERABILITY.** Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision hereof, and all such other provisions shall remain in full force and effect.
3. **AMENDMENT.** The covenants, conditions and restrictions of this Declaration may be amended by written instrument signed by not less than two-thirds (2/3) of the Owners of the Lots in the Subdivision and duly recorded in the Hays County Deed Records or by the affirmative vote of not less than two-thirds (2/3) of the Members present in person or by proxy at a duly noticed meeting. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns and, unless amended as provided herein.
4. **LIABILITY INSURANCE.** From and after the date on which title to any Common Properties vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Properties. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

SECRETARY'S CERTIFICATION

The undersigned Secretary of the Association hereby certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions was approved by the affirmative vote of owners holding at least sixty-seven percent (67%) of the total votes allocated to lot owners entitled to vote on the amendment at a duly noticed meeting conducted on the _____ day of _____, 2020.

RADIANCE PROPERTY OWNERS ASSOCIATION, a
Texas nonprofit corporation.

_____, Secretary

STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me this ____ day of _____, 2020 by _____, Secretary of Radiance Property Owners Association.

Notary Public of Texas

