

Driveways shall maintain a setback of one (1) foot from any interior Lot line, and shall be brought from the street to the front of the garage or carport. If made of concrete, such flatwork shall be constructed with a minimum thickness of 4½" and shall contain wire mesh. If made from asphalt, a minimum of 1" hot mix, cold lay shall be used. Driveways must be constructed of base material or paving.

## **ARTICLE XII** **TEMPORARY STRUCTURES**

While the Eastern Section of Lake of the Hills Estates Subdivision is intended to be a community for the placement and installation of conventional, as well as manufactured housing, no structure of a temporary character, camper, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within a Lot, except that visitors or guest of Owners may connect such vehicles to their host's utilities for periods not to exceed 72 hours (with a minimum 48-hour interim period in which no such connection is established or maintained) while visiting the Owner(s). Manufactured homes which were manufactured no more than four (4) years prior to proposed installation within the Subdivision and/or which have previously been erected elsewhere may be moved onto any Lot in the Subdivision only after inspection and written approval of same by the Architectural Design Committee and a payment of \$100.00 inspection fee. No manufactured home over four (4) years old is allowed. A portable building may be permitted for use as a Builder's Office (subject to approval of the Architectural Design Committee), however, any such building or structure must be removed within six (6) months of start of construction of any building or structure on any adjacent Lot.

## **ARTICLE XIII** **SIGNS**

As a general rule, no signs of any kind shall be displayed to the public view on any occupied single-family residential Lot, *save and except* that one sign advertising the sale of the Lot and/or the home thereupon shall be permitted provided it is not more than six (6) square feet. The Board of Directors may remove any sign not complying with this restriction.

**ARTICLE XIV**  
**MAINTENANCE**

(A) To protect the appearance of the community, homes must be attractively maintained and comply with all laws and ordinances of the state, county and/or city. Manufactured housing units (new or approved by Declarant or the Architectural Control Committee) as defined by FHA with FHA/HUD seal attached are permitted if they contain not less than 1,100 square feet for a doublewide. Tongues or towing bars, wheels and axles must be removed. No singlewides shall be allowed.

(B) Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants that die shall be promptly removed from the property, and replaced with similar, appropriate landscaping. Lawns must be properly maintained, fences and other improvements must be timely and regularly repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall be promptly removed from such Lot. Each Owner shall be responsible for the maintenance and landscaping of all areas appurtenant to his or her Lot, even if that area is in an easement or is in a right-of-way which is owned by a public agency.

(C) Any unsightly item placed or stored in the side or rear yard of any Lot shall be screened by a solid fence constructed after approval of the Architectural Control Committee or by landscaping so as to not be visible from any street, highway or adjacent Lot. Non-compliance with this section shall result in possible removal by Declarant or the Architectural Control Committee at the Owner's expense. No playground equipment, children's pools, basketball goals, trampolines, or like products are allowed in the front yard area.

(D) Until a home or residence is built on a Lot, Declarant and/or the Association may, at its sole discretion, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, as well as have dead trees, shrubs and plant removed therefrom.

(E) Maintenance of all Common Area amenities shall be the responsibility of the Association, including all intersections, lot corners or areas designated by the Declarant or the Association.

(F) Skirting around manufactured housing shall be regularly maintained, and missing or damaged portions of same shall be repaired and/or replaced as needed.

In the event an Owner of a Lot does not provide proper maintenance to a Lot or to the structure or structures placed thereupon, the Association (or its agents or employees) may enter upon a Lot in order to perform the necessary maintenance and/or repair work, and may charge the costs of same against the Lot to which the services were provided. The total expense incurred by the Association for performing such external maintenance must be repaid to the Association upon its demand by the Lot Owner. All costs of same which remain unpaid shall be a continuing lien against the property, and shall have the same priority as the lien for maintenance assessments as provided in Article V, Section 3, herein.

**ARTICLE XV**  
**EASEMENTS**

**Section 1. Existing Easements.** The Subdivision plats dedicate for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision plats further establish dedications, limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights effecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Subdivision plats and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title effecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

**Section 2. Changes, Additions, and Reservations.** Declarant reserves the right to make changes in and additions to the above easements for the purpose of more efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for access purposes upon and over streets owned by the Association to owners of property in close proximity with, or related to or serving the Properties, or any portion thereof (whether or not such property is formally annexed hereto) and for utility purposes (including without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate.

**Section 3. Title to Easements and Appurtenances Not Conveyed.** Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

**Section 4. Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the Common Areas for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limit to water, swere, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Common Areas within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Areas until approved by Declarant or the Association's Board of Directors. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 5.      **Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Common Areas 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 Properties to render any service.

Section 6.      **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility of service using any easement area shall be liable to any Owner or to the Association for any damage done by them or their respective agents, employee, servants or assigns to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation of repair of any facility in any such easement area, except as may be required by State, County or Municipal statutes, ordinances, rules or regulation or by the Association or by the custom and practice of such utility company. Prior to the construction of any utilities on a developed Lot ("developed lot" shall be defined as any Lot which has constructed thereon a dwelling unit) Declarant and/or the Association reserve the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

Section 7.      **Access to Public Roadways.** Access to public road(s) shall not be by any other means or pathway, other than via the following :

- |                  |                        |                  |
|------------------|------------------------|------------------|
| Antler Drive     | Deer Run               | Pawnee Pathway   |
| Brianne Trail    | Dog Leg Lane           | Rockey Lane      |
| Bent Bow         | Freemont               | Roundup Circle   |
| Cedar Lake       | Golf Course Drive East | Sleepy Hollow    |
| Cedar Lane       | Golf Course Drive      | Stacey Ann Drive |
| Chip Shot Circle | Golf Drive             | Tee Circle       |
| Cimarron         | Ken Wayne              | Tee Drive        |
| Crestview Drive  | Lake Drive             | Thunderhead      |
| Crestview Lane   | North Golf Drive       |                  |

designated through the new subdivision, as provided by the Declarant. Specifically, no access to public roadways shall be permitted directly from lots which adjoin county roads.

**ARTICLE XVI**  
**DRAINAGE EASEMENTS**

Section 1.      Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for the Subdivision, such easements being depicted as "drainage easements." No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate, or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner may:

- (a) alter, change or modify the existing natural vegetation in the drainage easements in a manner that changes the character of the original environment of such easements; or

- (b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Committee; or
- (c) construct, erect, or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
- (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (e) place, store or permit to accumulate trash, garbage, leaves, limbs, or other debris within or upon the drainage easements, either on a temporary or permanent basis.

Section 2. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Committee, the Association and/or Declarant. Furthermore, the Committee, the Association and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

#### **ARTICLE XVII VEHICLES**

No trailer, tent, boat or recreational vehicle shall be kept, parked, stored or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or street. No tractor-trailer combinations (or any portion thereof) or stripped-down, wrecked, junked, or inoperable trailers, boats, recreational vehicles, or motor vehicles shall be kept, parked, stored or maintained on any Lot at any time. No dismantling or assembling of motor vehicles, boats, trailers, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked except for the purpose of serving such Lot. No vehicles of any description may be parked overnight on any street within the Properties.

#### **ARTICLE XVIII NUISANCES**

(A) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Violations of such restrictions after one written notice has been sent by the Declarant or Association to the Lot Owner shall subject such Owner to a fine of no less than \$100 per notice.

(B) No Owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences or their Owners.

(C) No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property. (Notwithstanding the foregoing, reasonable

security or landscape lighting shall be permitted, so long as approval of the Architectural Design Committee has been granted in writing prior to the installation thereof.)

(D) No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms and alarm systems used exclusively to protect the Lot and improvements situation thereon) shall be placed or used upon any Lot.

(E) Nothing shall be done on any Lot or in the Common Areas which could result in the increase of fire or casualty insurance premiums thereon, or cancellation of such insurance.

#### **ARTICLE XIX GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary container, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, park or drainage area in said Subdivision. All sanitary containers must be screened from the view of adjacent lots and streets. Used oil or other solvents may not be dumped on the ground. (See also Article VI of the covenants, titled "TRASH REMOVAL".)

#### **ARTICLE XX PETS**

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and further provided that no more than two (2) adult dogs and two (2) adult cats may be kept on a single Lot. No dogs which present a reasonable and foreseeable risk of injury to any person shall be permitted to remain on any Lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Declarant or the Association. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents. all Lots upon which a dog (or dogs) is/are to be kept shall be required to have a fenced-in area (a "dog run") within which the dog or dogs are to be kept when not confined within the residence.

#### **ARTICLE XXI WATER, SEWAGE SYSTEMS AND UTILITIES**

The responsibility for maintenance and repair of water and sewer lines from and between the property line and the home shall be exclusively upon the Owner of the Lot.

Upon approval by appropriate governmental agencies, Declarant (or its successors and/or assigns) may elect to install a gray water drip irrigation system as part of the sewage treatment system.

The Eastern Section of Lake of the Hills Estates is intended to be an "all-electric" subdivision. All heating, air conditioning, and indoor cooking is to be accomplished using electrical energy. Indoor appliances or furnaces fueled by gas or liquid propane are prohibited, unless prior written approval of the Declarant (which may require the payment of a surcharge) has been obtained. Absent such written approval, no propane

gas tanks which are connected to a home shall be placed on any Lot within the Subdivision. This section is *not* intended to prohibit the use of gas or liquid propane barbecue grills which are exclusively used outdoors.

**ARTICLE XXII  
RADIO OR TV ANTENNA**

Radio and/or television aerial wires, antennae or other special television apparatus may be installed and maintained on lots within the subdivision, provided written approval demonstrating the location and size of such equipment is obtained from the Architectural Design Committee prior to installation.

**ARTICLE XXIII  
MAILBOXES**

Several "cluster-type" mailbox areas will be constructed through the development on the Common Areas, as required by the U.S. Postal Service.

**ARTICLE XXIV  
ROOFS**

In the event of a roof's replacement, the Architectural Design Committee shall have the authority to approve roof treatment and materials when, in its determination, such treatments and materials will not be a detriment to the quality of the neighborhood.

**ARTICLE XXV  
SETBACK LINES**

(A) All buildings, habitable or not, must be constructed, placed, and maintained in conformity with platted setback lines, if any, and in no event shall any such building or other structure be constructed, placed or maintained within twenty feet (20') of the front boundary of a lot, except in cases of utility or other easements which vary in width and must be complied with provided, however, that with respect to corner lots, no structure may be constructed, placed or maintained within ten feet (10') of the side boundary abutting any street, except where side easements or other setback lines are noted on the plat.

(B) The eaves of buildings shall not be deemed to be part of a building. Porches and steps shall be deemed to be part of a building for the purposes of these restrictions. Notwithstanding the foregoing, eaves of buildings may not project more than two feet six inches (2'6") into any required setback area.

(C) Notwithstanding the provisions set forth in the preceding paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Architectural Design Committee in the event the variance requested by the Owner of a Lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a Lot, its topography and/or the savings of significant trees.

**ARTICLE XXVI  
TERM**

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undesignated and all parties and persons claiming through and under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by a majority of the then Owners of the Lots in the Subdivision controlled by these covenants has been recorded agreeing to a change and/or terminate said covenants in whole or in part.

#### **ARTICLE XXVII ENFORCEMENT**

Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner of any Lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of Declarant or the Association to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided Lots in the Subdivision controlled by these covenants. The reservation by Declarant or the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall not be subject to any claim, demand, or cause of action from any Lot Owner by virtue of not enforcing any restrictions herein contained. Notwithstanding the foregoing, no action shall at any time be taken by the Association, its Board of Directors, or any subcommittee of the Board which would in anymanner discriminate against any Owner or Owners, or which would result in more favorable treatment to an Owner or Owners, at the expense of another Owner or group of Owners.

#### **ARTICLE XXVIII PARTIAL INVALIDITY**

The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

#### **ARTICLE XXIX AMENDMENT**

(A) After "turnover" of the Association has occurred, the Owners (but expressly excluding their respective mortgages, if any) of the legal title to a majority of the Lots within the Subdivision (a majority shall be calculated by allocating one vote to each Lot irrespective of the actual number of Owners of each such Lot) may amend the restrictions and covenants set forth herein (except for the terms and conditions of any loan or assessments due to Declarant by the Association) by filing an instrument containing such amendment, along with proof of the majority consent, in the office of the County Clerks of Comal and Blanco County, Texas.

(B) Notwithstanding anything to the contrary, Declarant or its assigns and/or successors shall have the right at any time, at its sole discretion, and without any joinder or consent of any other party to amend this Declaration for the purpose of correcting any error, ambiguity or inconsistency appearing herein for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant. Said amendment shall be effective upon filing the said amended restrictions with the County Clerks of Comal and Blanco County, Texas.

#### **ARTICLE XXX**



## ANNEXATION

Other Properties or units owned or developed by Declarant may (at Declarant's sole discretion) be annexed into or added onto the Association by Declarant at any time prior to "Turnover" of the Association to the Lot Owners. Additional residential property and Common Areas may thereafter be annexed to the Properties with the consent of two-thirds (2/3) of the Lot Owners.

## ARTICLE XXXI DECLARANT'S DISCLAIMER

While Declarant has planned to eventually complete construction of the entire Subdivision (including additional units), it is specifically understood that Declarant, its successors and/or assigns, as developer, is not under any obligation to complete any portion thereof other than the phase or phases currently under construction. Further, it is understood that there are no time limitations on the length of time that said construction may take.

## ARTICLE XXXII FIREARMS, PROJECTILES, AND WEAPONS

The discharge of any firearm, including BB guns and pellet guns, and the discharge of any fireworks within the Subdivision or adjacent lands owned in whole or in part by the Association or by Declarant is strictly prohibited, and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is strictly prohibited.

## ARTICLE XXXIII WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of statute of limitations, waiver of laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

## ARTICLE XXXIV ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this declaration, any and all awards granted by the arbitrator or damages, penalties, fees, costs, and/or any other charges awarded in the court's decree shall also constitute an assessment which shall likewise run with the land, and which shall have the same priority as the lien created in Article V herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article V herein.

**ARTICLE XXXV  
RESERVATION OF RIGHTS**

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or effect the vested property or other rights of any Owner or his mortgage.

**ARTICLE XXXVI  
NOTICE BY ASSOCIATION**

Whenever written notice to a Member (or Members) of the Association is permitted or required hereunder, such shall be given by the mailing of same to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address in which event such notice shall be sent to the Member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

**ARTICLE XXXVII  
NONJUDICIAL FORECLOSURE**

Section 1. To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration, conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

Section 2. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust, may:

- (a) request the trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and
- (b) purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

Section 3. If requested by the Association to foreclose this lien, the Trustee shall:

- (a) either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto;
- (b) sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (c) from the proceeds of the sale, pay in this order:
  - (1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
  - (2) to the Association the full amount advanced, attorney's fees, and other charges due and unpaid;
  - (3) any amounts required by law to be paid before payment to the Owner; and
  - (4) to the Owner, any remaining balance.

Section 4. The Board of Directors are appointed Trustee for the purpose of enforcing the covenants, conditions and restriction imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Comal and Blanco County, Texas.

Section 5. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 6. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and which amendment is applicable hereto. The President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may by amendment to this Declaration filed in the office of the County Clerk of Comal and Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

Section 7. Any liens created by Article V or any other Article hereof, shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 20<sup>th</sup> day of March, 2003.

BY: Irene Schaeferkoeter Pres.  
Irene Schaeferkoeter, President  
Authorized Representative

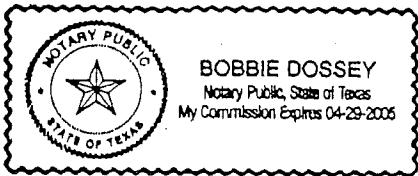
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(CORPORATE ACKNOWLEDGEMENT)

STATE OF TEXAS

COUNTY OF BLANCO

This instrument was acknowledged before me on the 1st day of March, 2002, by Irene Schaeferkoeter, President of Lake of the Hills Estates, Inc., a Texas Corporation, on behalf of said corporation.



Bobbie Dossey  
Notary Public, State of Texas  
Notary's Printed Name:

Bobbie Dossey

My Commission Expires: 04/29/05

**AGREEMENT**

In reference to Rule 11 and Compromise Settlement Agreement and the Order that was granted on May 25, 2000 in Cause No. 4921, titled Irene Schaeferkoeter and Lakes of Hills, Estates, Inc. vs. The Lake of the Hills Property Owner's Association, et al., the eastern area of the subdivision will have a mandatory homeowners association. The Defendants and or their agents will be given an opportunity to review and approve the proposed restrictive covenants prior to their adoption and/or filing of record. Approval of same will not be unreasonably withheld, and if no response is given by the Defendant Association within 10 days of the delivery to its attorney, the restrictive covenants shall be deemed approved.

We, the undersigned duly elected Board of Directors of Lake of the Hills Estates do agree to these deed restrictions.

*Brenda Lick*  
Brenda Lick, Board Member at Large & President

*David Key*  
David Key, ALCO

*Inez Kopplin*  
Inez Kopplin, INEZ KOPPLIN

*Larry Voirol*  
Larry Voirol, LARRY VOIROL

*Dorothy Taft*  
Dorothy Taft, Board Member at Large

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03/24/2003 03:58:52 PM  
Filed & Recorded in  
Official Records of  
COMAL COUNTY  
JOY STREATER  
COUNTY CLERK  
Fees \$69.00

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUN 25 2003



*Karen Newman*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF COMAL

This is to certify that this document was FILED and RECORDED in the Official Public Records of Comal County, Texas on the date and time stamped thereon.



*Joy Streater*  
COUNTY CLERK

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