

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
RIVER RIDGE, SECTIONS THREE-A AND B

DOC# 9507966

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, River Ridge Partners 3, Ltd., a Texas limited partnership ("Declarant") is the owner of: (i) all lots in River Ridge, Section Three-A, a subdivision of record in Williamson County, Texas, according to the map or plat of record in Cabinet L, Slides 294-295, Plat Records of Williamson County, Texas; and (ii) all lots in River Ridge, Section Three-B, a subdivision of record in Williamson County, Texas, according to the map or plat of record in Cabinet L, Slides 296-299, Plat Records of Williamson County, Texas; (all of the foregoing described property being referred to herein collectively as the "Property"); and

WHEREAS, Declarant desires to impose upon the Property certain protective covenants, conditions, restriction, liens, and charges hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development, and sale of the Property for the benefit of the present and future owners of the Property:

NOW, THEREFORE, it is hereby declared: (i) that all of the Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Property of any portion thereof 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 or referred to in said contract or deed.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.01 Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property.

1.02 Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.

1.03 Articles. "Articles" shall mean the articles of incorporation of River Ridge 3 Homeowners Association, Inc., a Texas nonprofit corporation, the Members of which shall be the owners of Lots comprising the Property.

1.04 Assessments. "Assessments" shall mean assessments of the Association and includes regular annual assessments and special assessments.

1.05 Association. "Association" shall mean River Ridge 3 Homeowners Association, Inc.

1.06 Board. The "Board" shall mean the board of directors of the Association.

1.07 Declarant. "Declarant" shall mean River Ridge 3 Partners, Ltd. its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of River Ridge 3 Partners, Ltd. as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.08 Declaration. "Declaration" shall mean this instrument as it may be amended from time to time.

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

1.10 Lot "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat or Plats of the Subdivision, together with all Improvements located thereon.

1.11 Maintenance Fund. "Maintenance Fund" shall mean any accumulation of assessments collected by the Association for the maintenance of any property owned, leased or managed by the Association.

1.12 Member. "Member" shall mean any person who is a member of the Association, as described in Article V, Section 5.02 below.

1.13 Mortgage. "Mortgage" shall mean any mortgage or deed of trust given to secure the payment of a debt of an Owner, which mortgage or deed of trust covers all or a portion of the Lot.

1.14 Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding a fee simple interest in any portion of the Property, but shall not include the holders of any liens affecting the Property, including the holders of any deed of trust liens affecting the Property.

1.15 Person. "Person" or "Persons" shall mean any individual(s), entity or entities having the legal right to hold title to real property.

1.16 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation, and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.17 Plat. "Plat" or "Plats" shall mean the recorded subdivision plat or plats of the Property.

1.18 The Restrictions. The "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with the Architectural Committee Rules.

ARTICLE II

GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the board of directors of the Association; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the board of directors of the Association.

2.02 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

2.03 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon.

2.04 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

2.05 Noise. No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

2.06 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Property. Any Owner may keep on such Owner's Lot: (i) not more than two (2) dogs or two (2) cats; or (ii) a combination of not more than two (2) dogs and cats. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals which are permitted hereunder shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with

the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

2.07 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

2.08 Maintenance. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. Declarant and the Association or their designees shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; to paint, repair, or otherwise maintain any Improvements in need thereof; and to charge the cost thereof to the Owner of the Lot. Such costs shall be deemed a debt of such owner to the Association, payable on demand, and therefore shall be secured. In addition to the above requirements and covenants, the Owners of Lots 4-10 of Block D of River Ridge Section Three- A shall be required to maintain the fence which is constructed or will be constructed along FM 2243 and River Ridge Blvd. No gates or other openings shall be installed in such fence, nor shall such fence be removed without the prior written consent of the Architectural Committee and the City of Georgetown. In addition to the above requirements and covenants, Declarant its successors and assigns shall pay for and maintain the landscaping easement and entry signs located on Lots 4, 9 & 10, Block D; the center medians in River Ridge Blvd.; and the private park located at Lot 11, Block D until such time as fifty percent (50%) of the Lots are sold when upon such time the River Ridge 3 Homeowners Association, Inc. shall be responsible for maintaining the landscaped areas. In addition, the Declarant and/or the Association and/or the City of Georgetown shall have the right of access in and to the aforementioned landscaped areas and an easement for the installation of Improvements thereon, and for the use and maintenance of the landscaped areas. Any Owner, whose Lot contains within it a portion of the landscaped area shall not construct or place any Improvements in, on, over, or under the landscaped area without prior written approval of the Architectural Committee. Each Owner who owns a portion of the landscaped area shall pay all property taxes and other taxes and assessments levied upon the portion of the landscaped areas included in such Lot. The Declarant and/or Association shall have no obligation to pay for such taxes and/or assessments

2.09 Antennae. No exterior radio or television antenna or aerial shall be erected or maintained without the prior written approval of the Architectural Committee.

2.10 Signs. Declarant shall have the right to erect and maintain a sign of size and character acceptable to Declarant upon the easements retained for such purpose under Section 5.01 hereinbelow. Otherwise, no sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Committee, except one sign of not more than five (5) square feet advertising the Lot for sale or rent, and except for signs which are part of Declarant's overall marketing plan for the Property.

2.11 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed in connection with a single family residential structure. Swimming pool filter tanks shall be the only tanks permitted on any Lot.

All such tanks shall be screened so as not to be visible from any other portion of the Property.

2.12 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure.

2.13 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. The Architectural Committee may tow or remove any vehicle being stored or parked in violation hereof, and may recover the expense thereof from the Owner upon whose Lot the vehicle is located or parked adjacent to. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, or scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

2.14 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

2.15 Compliance with the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both.

2.16 Prohibited Activities. No business, professional, commercial, or trade venture or activity shall be conducted on any Lot; provided, however, that storage areas, model homes, and sales offices may be constructed and maintained by Declarant, its successors and assigns or by prior approval of Declarant. An office incidental to an Owner's business may be maintained within an Owner's residence so long as activities conducted in connection with the home office do not attract traffic, or otherwise become an annoyance or nuisance to the subdivision, and that the office is not advertised in any way nor the general public invited.

2.17 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere

in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.18 Lawn Maintenance Policy. The use of biological pest controls such as the introduction of Lady Bugs, Lace Wings, or Bacillus are highly recommended in place of chemical applications in and near sensitive watersheds. Also cultured pest controls such as mulching for weed control in beds is helpful. Any pesticide must be applied in strict accordance with manufacture's recommendations. No use of pesticides within fifty (50) feet of a waterway shall be allowed. No use of any pesticides within one hundred-fifty feet of any critical environmental feature; caves, sinkholes, springs, wetlands, and rimrocks shall be allowed. No pesticides should be applied during wet weather or when rainfall is prevalent. Use of fertilizer is discouraged in areas of shallow soil and Karst topographies. Nutrient overloading due to contamination by fertilizers of surface or ground waters may result in algae blooms, growth of filamentous algae and excessive macrophytes. In particular, fertilizers must not be used in wet weather or when run off from rains are prevalent.

ARTICLE III

USE AND CONSTRUCTION RESTRICTIONS

3.01 Approval for Construction. No Improvements shall be constructed upon any Lot without the prior written approval of the Architectural Committee. The City of Georgetown is exempt from this provision.

3.02 Use of Lots. Lot 11, Block D of River Ridge Section Three-A shall be a private park for the exclusive use and benefit of the residents of River Ridge Three Subdivision. The park shall be maintained by the Association as required in Section 2.08. Lots 1, 23, and 31, Block U are to be donated to the City of Georgetown and are to be used exclusively as public parkland for parks and recreation purposes. All other Lots shall be improved and used solely for single family residential use, inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use, including servants quarters of one story or a one-story guest house not to exceed 600 square feet of interior floor space, provided such structures are attached to the main residence by a common wall or by a covered passage way. Only one residence shall be erected on a Lot.

3.03 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months.

3.04 Building Materials; Dwelling Size. All single family dwellings shall be of recognized standard construction quality and shall be constructed of at least eighty percent (80%) masonry or other material specifically approved in writing by the Architectural Committee. All fireplaces shall have an exterior of one hundred percent (100%) masonry construction. Stucco is masonry construction. All single family dwellings shall contain not less than 1,700 square feet of finished heated and air-conditioned living space, exclusive of porches (open or covered), decks, garages, and carports. Two-story single family dwellings shall contain not less than 2,200 square feet of finished heated and air-conditioned living space, exclusive of porches (open or covered), decks, garages, and carports and shall also contain a minimum of 1,100 square feet of finished, heated, and air-conditioned living

space on the ground floor, exclusive of porches (open or covered), decks, garages, and carports. No Improvement, dwelling, or structure erected or placed on any Lot shall exceed two (2) stories or forty feet (40') in height, unless approved by the Architectural Committee. Not more than three (3 ft.) of vertical surface of concrete slab of any dwelling shall be exposed to view from any public street or adjacent Lot, unless approved by the Architectural Committee.

3.05 Construction in Place. All buildings constructed on the Property shall be built in place on the Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Committee.

3.06 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Committee.

3.07 Roofing Materials. All roofing materials must be approved in advance by the Architectural Committee; provided, however, that the following materials are specifically permitted; vitrified clay tile; 300# composition shingle or better; fire retarding wood shake; or light-weight concrete tile. If metal is used, the metal surface must have a dull finish upon installation, and must meet Architectural Committee approval as to all aspects of it, including color, type, and finish.

3.08 Landscaping Requirements. Prior to the occupancy of any single family residence constructed upon a Lot, all landscaping requirements in this section must be fulfilled. Each Owner or builder shall submit a landscaping plan as part of such Owners Plans and Specifications. Landscaping within the property shall not interfere with sight lines at intersections. Landscaping plans shall complement and be harmonious with adjacent development within the Property. Such landscaping plan shall include a tree survey which shall describe which existing trees shall be removed and which shall be preserved. All landscaping materials, including, but not limited to, trees shall consist of a mixed variety of plants selected from the approved plant list as the same may be determined by the Architectural Committee. Each Owner shall install two trees of at least four-inch (4") caliper or each Owner shall preserve sufficient existing trees to meet the requirement. All existing trees in excess of six-inch (6") caliper shall be protected if reasonably possible. Each single family residence shall be landscaped with foundation shrubs and ground cover at the front elevation and side elevations of those lots whose residences face side streets but whose side lot lines face River Ridge Drive, River Down Road, and Rim Rock Drive. Prior to the occupancy of any single family residence constructed upon a Lot, the entire front and side yards of the Lot from the outside walls of the residence shall be fully sodded with St. Augustine grass, fully planted with hybrid Bermuda, or else landscaped with other vegetation approved by the Architectural Committee. The front yard shall be completely sodded or landscaped from the front wall of the residence to the curb or sidewalk. The side yards shall be completely sodded or landscaped from the side walls of the residence to the side lot lines. The requirements set forth hereunder shall be the responsibility of the builder or contractor of each structure, but the cost of all landscaping improvements may be at the expense of either the home purchaser or the builder. All landscaping shall be maintained in a sightly and well-kept condition as may be required by the Architectural Committee. A landscaped entry and easement shall be installed by Declarant at the front entry and frontage facing FM 2243, and in the center medians in River Ridge Blvd. The irrigation systems installed within these areas shall be operated from meters provided by Declarant. All landscaping in the landscaped right-of-way facing FM 2243 and in the center medians in River Ridge Blvd. shall be maintained and replaced by Declarant.

until such time as fifty percent (50%) of the Lots are sold and the Association is formed. All landscaping, water, and maintenance in the landscaped right-of-way shall be maintained by the Association upon its creation.

3.09 Setback Requirements. No structure shall be located or erected nearer to any Lot line bordering a street right-of-way than is indicated by the building lines shown on the applicable subdivision plat or as required by the City of Georgetown's Subdivision Regulations, whichever is the greater distance. No fence, wall, hedge, or any other Improvement shall be erected or placed forward of any such front setback line without the prior consent of the Architectural Committee.

3.10 Garages and Driveways. Each single family residence shall have constructed as an appurtenance to such residence a garage or carport of at least two-car capacity. No such garage or carport shall front nor have the automobile passage opening facing the front of the Lot on the following lots: all lots in Block U; all lots in Block V; Lots 17-21, Block Y; Lots 1-12, Block W, unless approved by the Architectural Committee. Each such garage or carport shall have a one-ribbon driveway of concrete extending to the pavement of the street located adjacent to the Lot. The Architectural Committee shall have the right to impose limitations on driveway design, including materials, aprons, location, and point of contact with the dedicated roads, streets, or private driveways within the Property. Driveways shall be constructed so that they have a sufficient rise in elevation to allow for the surface water drainage along the curb line of the street to continue without interruption or change in direction of flow.

3.11 Community Mailboxes. All mail service will be handled through community mail boxes. No individual mail boxes will be allowed upon the Lots until and unless the U.S. Postal Service provides door-to-door service, and in such event all individual mail boxes shall be subject to review and approval by the Architectural Committee.

3.12 Fences. All fences shall be constructed of wood, masonry, or other material approved by the Architectural Committee, and the construction of all fences is subject to review and approval of the Architectural Committee. Unless the Architectural Committee specifically otherwise consents in writing, all fences shall be privacy fences of at least six (6) feet in height.

3.13 Underground Utility Lines. No utility lines, including but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television, or other type of line or wire shall be erected, placed, or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under, or on buildings or other Improvements as approved in writing by the Architectural Committee; provided, however, that no provisions hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including but not limited to, location, type of installation equipment, trenching method, and other aspects of installation, for both temporary and permanent utilities, shall be subject to review and approval by the Architectural Committee. Excluded from this provision shall be overhead lines along the perimeter of the Subdivision.

3.14 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.15 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In no event, however, shall any structure be allowed to remain uncompleted for more than one (1) year after construction has commenced. In addition, during construction of any structure, the contractor shall be required to maintain upon the Lot a dumpster for the purpose of holding all construction debris. In the event that construction upon any Lot does not conform to the requirements set forth above, or otherwise does not conform to usual construction practices in the area as determined by the Architectural Committee in its sole good faith judgement, the Architectural Committee shall have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty (30) days after demand therefor has been made, the Owner of the Lot shall be obligated to pay, in addition to the sums demanded, interest on such sums at the highest rate allowed by applicable usury laws, together with all costs and expenses of collection, including reasonable attorney's fees. All such sums shall thereupon become a continuing lien and charge upon the Lot which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors, or assigns. The aforesaid liens shall be superior to all other liens and charges against said Lot, except only for tax liens and all sums unpaid on any first mortgage lien of record encumbering the Lot. To evidence the aforesaid lien, the Architectural Committee may prepare a written notice of lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien, and a description of the Lot. Such notice shall be signed by one of the members of the Architectural Committee and shall be recorded in the office of the County Clerk of Williamson County, Texas. Such lien shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure on the defaulting Owner's Lot by the Architectural Committee in like manner as a mortgage on real property, subsequent to the recording of notice as provided above or the Architectural Committee may institute suit against the Owner personally obligated to pay the sums and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred.

3.16 Parkland Lots 1, 23 and 31, Block U of River Ridge Section Three-B which will be donated to the City of Georgetown are to be used solely as public parkland for parks and recreation purposes. The City of Georgetown and the Declarant will enter into a maintenance agreement for the public parkland. Lot 11, Block D, of River Ridge Section Three-A shall be a private park for the exclusive use and benefit of the residents of River Ridge Three Subdivision. The park shall be maintained by the Association as required in Section 2.08.

ARTICLE IV

ARCHITECTURAL COMMITTEE

4.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members"), and such additional nonvoting members serving in an advisory capacity ("Advisory Members"), as the Voting Members deem appropriate. The following persons are hereby designated as the initial Voting Members of the Architectural Committee:

Stephen M. Hudson
David C. Wolters
Jack Hunnicutt

4.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting Members.

4.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

4.04 Term. Each Voting Member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided, herein. In the event of death or resignation of any Voting Member, the remaining Voting Member or Voting Members shall have full authority to act until replacement Voting Member or Voting Members have been designated.

4.05 Declarant's Rights of Appointment and Termination For so long as Declarant owns any lots within the Property, Declarant, its successors or assigns (It being expressly understood and agreed that mere purchasers of Lots shall not be deemed successors or assigns of Declarant, but that an express assignment shall be necessary.), shall have the right to appoint and remove all Voting Members of the Architectural Committee. Further, Declarant shall have the right to terminate the Architectural Committee at such time as Declarant deems such termination to be appropriate. Such termination shall be reflected by Declarant filing in the Real Property Records of Williamson County, Texas, a statement to the effect that the Architectural Committee has been terminated, and thereafter Improvements may be constructed upon the Property without prior consent being required under the terms of this Declaration. If Declarant does not so terminate the Architectural Committee and the Declarant ceases to own any Lots within the Property, the board of Directors of the Association shall have the right to appoint and remove all voting members of the Architectural Committee.

4.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable to supplement City of Georgetown Codes. Nothing in these Deed Restrictions shall obviate the requirement that each member comply with all City codes, ordinances, and regulations. Furthermore, nothing in these Deed Restrictions, shall obviate the requirement that each member comply with all State statutes or regulations.

4.07 Review of Proposed Construction. Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The

Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or documents deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed improvement based upon the instructions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. Any proposed Improvement shall be considered to be approved, however, if it has not been disapproved by the Architectural Committee within thirty (30) days after complete Plans and Specifications for such Improvement and all other information required by the Architectural Committee have been submitted to the Architectural Committee in writing. The Architectural Committee shall not be responsible for reviewing any proposed improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

4.08 Actions of the Architectural Committee. The Architectural 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 Architectural Committee. In the absence of such designation, the vote of the majority of all of the members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

4.09 No Waiver of Future Approvals. The approval and consent of the Architectural Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural 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 or consent by the same or a different person.

4.10 Work in Progress. The Architectural Committee at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications, and in the event that any construction work is proceeding, otherwise than in compliance with the Restrictions and the approved Plans and Specifications, the Architectural Committee shall have the authority to issue a directive to the Owner of the Lot upon which the construction is proceeding to cease all construction work and to immediately commence such curative action as may be necessary to bring the construction work into compliance with the Restrictions and/or the approved Plans and Specifications. In the event of a failure of the Owner to comply with such directive, the Architectural Committee shall have the right to enforce such directive by seeking injunctive relief.

4.11 Address. Plans and Specifications shall be submitted to the Architectural Committee at 2313 Lake Austin Blvd., Austin, Texas 78703, or such other address as may be designated from time to time.

4.12 Fees. The Architectural Committee shall have the right to require a reasonable submission fee for each set of Plans and Specifications submitted for its review.

4.13 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Committee and upon written request by the Owner of the Lot, the Architectural Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency, or approval by the Architectural Committee of the actual construction of the Improvements or the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability, or approval by the Architectural Committee of the construction, workmanship, materials, or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE V

THE ASSOCIATION

5.01 Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law and set forth in its Articles and Bylaws. Neither the Articles nor the Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.02 Membership. All Owners of Lots within the Property shall automatically be Members of the Association; provided, however, that no person shall be a Member merely by reason of ownership of any easement upon or across any portion of the Property or by reason of ownership of any mortgage upon or against all or a portion of the Property. Membership in the Association may not be severed from, or in any way transferred, pledged, mortgaged or alienated, except in connection with a transfer of fee simple title to a Lot or Lots within the Property, and then only to the transferee of such fee simple title. Any attempt to make a prohibited severance, transfer, pledge, or alienation shall be void. If there is more than one Owner of a Lot, then such Owners shall designate one of their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. In the event that such Owners are unable to agree upon one of their number to be designated as the Member of the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association. The City of Georgetown shall not be considered a member of the Association despite the City's ownership of Lots 1, 23, and 31, Block U, Section B. In no event, shall the City be subject to assessments or fees of any kind. The City is also exempt from these Deed Restrictions.

5.03 Availability. Any books, records, financial statements and budgets maintained by the Association and relating to the Property shall be made available for inspection by Owners during normal business hours.

5.04 Initial Board of Directors of the Association. The initial Board of Directors of the Association are those persons set forth in the Articles and Bylaws.

5.05 Voting. Each Member of the Association, including Declarant, shall have one vote for each Lot owned by such Owner within the Property. Any Owner may give a revocable written proxy to any person authorizing such person to cast the Owner's votes on any matter to be voted on by Members of the Association. Such written proxy must be in such form as prescribed by the Bylaws and shall not be valid unless filed with the secretary of the Board, in the manner required by the Bylaws. In no event shall such a proxy be valid for a period greater than eleven (11) months.

5.06 Meetings. There shall be an annual meeting of the Members of the Association at such reasonable place and time as may be designated in the Bylaws. No notice need be given of any annual meeting held at the time and place specified in the Bylaws, but the Board shall have the power to designate a different time and place for any annual meeting and in such case, written notice of the meeting shall be delivered to each Member not less than ten (10) nor more than fifty (50) days prior to the date fixed for this meeting.

5.07 Quorum. With respect to any annual or special general membership meeting of the Association, at the first call of such meeting, the presence at the meeting in person or by proxy of a majority of the total votes of the membership shall constitute a quorum. If the required quorum is not forthcoming, at such meetings, the meeting may be adjourned to a new date not more than seven (7) days from the current date and the required quorum at such a meeting shall be one-half (1/2) the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided, however, that such reduced quorum shall not be applicable at a subsequent meeting held more than sixty (60) days following the originally scheduled meeting. Action may then be taken by a vote of a majority of the votes present.

5.08 Duties of the Association. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

(a) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by the Association;

(b) To collect assessments, to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, and protection of any property owned, leased, or managed by the Association;

(c) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount to carry out the functions of the Association;

(d) To make, establish, and promulgate, amend, repeal, and reenact rules and regulations pertaining to the use, occupancy, and improvement of the Property, so long as such rules and regulations are not in conflict with this Declaration;

(e) To enforce on its own behalf and on behalf of all Owners, this Declaration, as a beneficiary of such covenants, conditions, and restrictions and as assignee of Declarant, and to perform all other acts as may be reasonably necessary to enforce any of the provisions of this Declaration. The Board shall be authorized to institute litigation, settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration.

(f) In general, to carry on any other business in connection with the foregoing and to have and exercise all the powers conferred by the laws of the State of Texas upon corporations formed under the Texas Non-Profit Corporation Act, and

to do any and all things set forth above to the same extent as natural persons might or could do those things;

(g) To levy assessments as provided in Article VI, to provide for the repair, maintenance, and upkeep of any property owned, leased, or managed by the Association, and to carry out any of the other powers or duties granted to the Association in this Declaration or in its Articles and Bylaws;

(h) To indemnify Declarant or any successor of Declarant, and any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Association, or as a result of any act performed pursuant to this Declaration, such indemnification to indemnify and hold such persons harmless against all expenses, including attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding if it is found and determined by the Board or a court that (i) he or she acted in good faith in a manner reasonably to be in the best interest of the Association, or (ii) he or she had no reasonable cause to believe his or her conduct was unlawful.

5.09 Action by Board. Items presented to the Board shall be decided by a majority vote of the members of the Board.

5.10 Term. Each member of the Board shall hold such position until he has resigned or removed from such position and his successor has been duly elected and qualified.

5.11 Election of Subsequent Boards. The initial Board shall serve as set forth in the Articles and Bylaws.

ARTICLE VI

MAINTENANCE FUND

6.01 Payment of Maintenance Expenses. Each Owner, other than Declarant, shall contribute to the Maintenance Fund a pro rata portion of the annual maintenance and administrative expenses of the Association, to be applied toward the expenses and administration of the Association. Each Owner's pro rata portion shall equal a fraction, the numerator of which is the number of Lots within the Property owned by such Owner and the denominator of which is the total number of Lots within the Property. The maintenance and administrative expense charge shall be assessed to the Owners in the manner hereinafter set forth. Declarant and lots owned by the Declarant and the City of Georgetown and lots owned by the City shall be exempt from the obligations herein contained. No other Owner is or shall be exempt from such obligation.

6.02 Establishment of Maintenance Expense Charge and Maintenance Fund. Upon formation of the Association, the initial Board shall meet and establish a budget for the operation and maintenance of the Association for that portion of the fiscal year then remaining, which budget shall set forth the Board's reasonable estimate of all expense which the Association in connection with the operation and maintenance of the property owned, leased or managed by the Association. The budget shall contain a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements. After the adoption of this initial budget, the Board shall meet in the last quarter of each fiscal year to establish such a budget for the following fiscal year. Copies of each budget shall be maintained by the Association and made available for inspection by Owners. After each budget is adopted by the Board, the Board shall determine the maintenance and administrative expense charge allocable to each Owner within the Property as described above. Each Owner shall be obligated to pay

monthly, in advance, one-twelfth (1/12th) of the portion of the maintenance and administrative expense charge so allocated to such Owner.

6.03 Special Assessments. If the Board, at any time, or from time to time, determines that the maintenance and administrative expense charge assessed for any period is insufficient to provide for the continued operation of the Association and the maintenance of the property owned, leased, or managed by the Association, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the continued maintenance, operation and repair of the property owned, leased or managed by the Association and the continued operation of the Association. Without limiting the generality of the foregoing, special assessments may be made because of casualty, condemnation or other loss or to make up for any deficiencies caused by non-payment of maintenance and administrative expense charges by Owners. Prior to the Election Date, special assessments may be made by the Board. After the Election Date, no special assessments shall be effective unless approved by at least a majority of the votes of the Members of the Association.

6.04 Payment of Maintenance Expense Charge: Enforcement. One twelfth (1/12th) of the portion of the maintenance and administrative expense charge assessed against each Owner shall be due and payable in advance on the first day of each calendar month during the year for which the maintenance and administrative expense charge in question has been assessed. Any amount not paid by the tenth (10th) day of each month shall be deemed delinquent, and shall bear interest at the rate of eighteen percent (18%) per annum thereafter until paid. To secure payment of maintenance and administrative expense charges, and any other debt or obligation owed by the Owner to the Association, a vendor's lien and superior title to each Lot shall be, and hereby is, retained and reserved by and in favor of the Association, which endorsed lien and superior title shall be enforceable through appropriate judicial proceedings by the Association, and such endorsed lien and superior title may be enforced by foreclosure by the Association on the defaulting Owner's Lot in like manner as a mortgage on real property upon the recording of a notice of claim thereof. In any such foreclosure, the Owner shall be required to pay the cost and expenses of such foreclosure proceedings, the cost and expenses for filing notices and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Lot during the period of foreclosure and the Association shall be entitled to have a receiver appointed to collect the same. The vendor's lien and superior title herein retained and reserved shall be subordinate in all respects to any Mortgage recorded prior to the time that any delinquent payments were due. Sale or transfer of any Lot shall not affect vendor's lien and superior title herein reserved and retained; provided, however, that the sale or transfer of any Lot pursuant to a foreclosure sale under any Mortgage, or the acceptance by any mortgagee of a deed in lieu of foreclosure thereon, shall extinguish the maintenance and administrative expense charge payments thereof due and owing prior to such sale or transfer and vendor's lien and superior title securing same. The maintenance and administrative expense charge shall also be the personal obligation of each Owner, and no sale or transfer shall relieve such Owner from liability for delinquent maintenance and administrative expense charges previously assessed, nor shall any such sale or transfer relieve the subsequent Owner from his obligation for the payment of future Assessments. In addition to the vendor's lien and superior title herein reserved and retained, there is also hereby placed upon each Lot within the Property a lien to secure the payment of the maintenance and administrative expense charge. In event of non-payment by any Owner of such Owner's portion of the maintenance and administrative expense charge, the Association may (except in the situation regarding Mortgagees as set forth above in this paragraph), upon

ten (10) days prior written notice to the non-paying Owner, pursue any remedy available at law or in equity in addition to or in lieu of the remedies set forth above.

6.05 Use of Maintenance Fund. Maintenance and administrative expense charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Association, and to enable the Association to carry out its duties and obligations as set forth hereunder and in the Articles and Bylaws of the Association.

ARTICLE VII

INSURANCE

7.01 Association Insurance. The Board of the Association shall obtain an extended risk insurance coverage policy with an "all risk" endorsement to protect the Association Property, including the Common Areas and Common Improvements, against risk of loss by storms or other natural disasters. The insurance policy shall be in an amount sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full insurable replacement cost of the Association Property. The full insurable replacement cost shall be determined annually by the Board.

7.02 Individual Insurance. Each Owner shall be responsible, at such Owner's sole cost and expense, for insuring his or her Lot, and all of the Improvements, fixtures, and other property located thereon, such property not being covered by the policy or policies to be purchased by the Association.

ARTICLE VIII

EASEMENTS

8.01 Reserved Easements. All dedications, limitations, restrictions, and reservations shown on the Plat and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made prior to the Property becoming subject to this Declaration 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 Property. Declarant reserves the right upon obtaining approval from the City of Georgetown to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, electricity, telephone, and drainage) in favor of any Person along any front, rear, or side boundary line of any Lot, which said easements shall have a maximum width of ten feet (10'). In addition, Declarant hereby reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for the erection and maintenance of signs, and easements for the erection and maintenance of community mail boxes.

8.02 Installation and Maintenance. There is hereby created an easement upon, across, over, and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, gas, telephones, cable television, and electricity lines 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 line, or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no electrical lines, water lines, or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee and the City of Georgetown. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging tree and shrubs located on portions of the Property abutting such easements.

8.03 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent, in any drainage easement except as approved in writing by the Architectural Committee and the City of Georgetown.

8.04 Surface Areas. The surface of easements 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 service using any easement area shall be liable to any owner for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in such easement area.

ARTICLE IX

MISCELLANEOUS

9.01 Terms. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or extinguished by a written instrument executed by the Owners of at least eighty percent (80%) of the Lots within the Property then subject to this Declaration.

9.02 Amendment. This Declaration may only be amended by the written agreement of the Owners of at least eighty percent (80%) of the Lots within the Property. Such amendment shall not be effective until it has been recorded in the Real Property Records of Williamson County, Texas.

9.03 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and

operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.05 Exemption of Declarant. Notwithstanding, any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities, and the City of Georgetown nor any of the City's activities, shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without, in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct any and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities and to post signs incidental to construction, sales, and leasing anywhere within the Property upon obtaining any required City of Georgetown approval.

9.06 Nonliability of Architectural Committee Members. Neither the Architectural 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 their being in any way connected with the performance of the Architectural Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member.

9.07 Assignment of Declarant. Notwithstanding, any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any other Person in any of its privileges, exemptions, rights, and duties hereunder.

9.08 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, and/or Declarant, shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision of the Restrictions at any time shall not constitute waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.

9.09 Construction. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion therefor. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit, or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof.


9.10 Conflict. In the event of a conflict between these covenants and the rules, codes, ordinances, or regulations of the City of Georgetown, then the City rules, codes, ordinances or regulations shall prevail.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this the 28 day of FEB., 1995.

DECLARANT:


River Ridge 3 Partners, Ltd.
a Texas Limited Partnership

By: River Ridge 3 Development Corp.
General Partner


Stephen M. Hudson
President

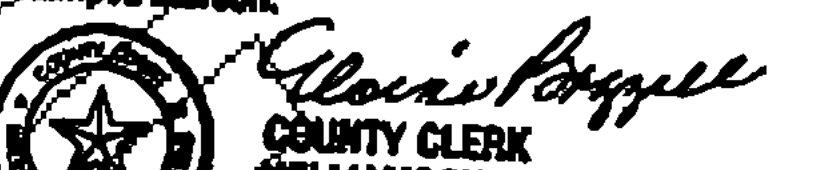
STATE OF TEXAS)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on February 28, 1995, by Stephen M. Hudson, President of River Ridge 3 Development Corp., a Texas Corporation.


NOTARY PUBLIC STATE OF TEXAS
RUTH L. HAGE
(Name typed or printed)

Commission Expires: 01-24-99

Doc# : 9507966
Rec. \$ 45.00
Date : 02-28-1995
Time : 11:01:48 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that this document was FILED and
RECORDED in the Official Public Records of
Williamson County, Texas on the date and time
stamped thereon.

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS