

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RUBY RANCH SUBDIVISION

NOTE

This document is an attempt at a complete reconstruction of the covenants, conditions and restrictions for the Ruby Ranch subdivision, as defined in the original Phase 1 restrictions and the subsequent amendments in additional documents filed for Phases 2 through 8. We have attempted to integrate all amendments into a single document. This document is not a legally binding document and the original filed records in the Official Public Records of Hays County should be referenced for legal purposes. Comments that appear in this document in blue were added by the author reconstructing the document and are not part of the original filed text.

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PREAMBLE

This Declaration of Covenants, Conditions, and Restrictions is made on the 12th day of October, 1995, by TWC Enterprises, Inc., a corporation duly formed and existing in the State of Texas, acting by and through the officer whose signature appears below (who has been duly authorized to execute this instrument on behalf of the corporation), (such corporation being referred to herein as the "Declarant").

RECITALS

1. Declarant is the owner of all that certain real property ("the Property") located in Hays County, Texas, described as shown on Exhibit "A" hereto and incorporated herein for all purposes.
2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. The purpose of these covenants, conditions, and restrictions, in addition to those stated above, is to enhance and protect the value, attractiveness, and desirability of the parcels and lots that constitute the Property, to prevent nuisances and to maintain the desired character of the Property.
5. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

NOW THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the Property.

ARTICLE I - Definitions

1.01 Subdivision

"Subdivision" means the subdivided real property above described.

1.02 Lot.

"Lot" means any of the plots of land, except the "common area", shown on the plan and subdivisions map recorded in Volume 6 and Pages 398-400 of the Official Public Records of Hays County, Texas (the "Map"), on which there is or will be

built a single family dwelling. **Phase 2 Amendment:** The term "Lot" as defined in such Declaration is hereby modified and supplemented to include and be extended to any of the plots of land, except the "common area", shown and described on the plan and subdivisions map recorded in Volume 7, Page 22, Plat Records of Hays County, Texas, on-which there is or will be built a single family dwelling. **Phase 3 Amendment:** The term "Lot" as defined in such Declarations is hereby modified and supplemented to include and be extended to any of the plots of land, except the "common area", shown and described on the plan and subdivision map recorded in Volume 7, Page 331, Plat Records of Hays County, Texas, on which there is or will be built a single family dwelling. **Phase 4-5 Amendment:** The term "Lot" as defined in such General Plan is hereby modified and supplemented to include and be extended to any of the plots of land, except the "common area", shown and described on the plans and subdivision maps recorded in Volume 8, Page 235-240 Records of Hays County, Texas (being designated on such map and being sometimes referred to herein as "Ruby Ranch, Phase IV"), and in Volume 8, Page 241-245 Plat Records of Hays County, Texas (being designated on such map and being sometimes referred to herein as "Ruby Ranch, Phase V"); on which there is or will be built a single family dwelling. **Phase 6 Amendment:** The term "Lot" as defined in such Declarations is hereby modified and supplemented to include and be extended to any of the plots of land, except the "common area" as defined herein (and except for Lots 4 and 5, Block A, Ruby Ranch, Phase VI), shown and described on the plan and subdivision map recorded in Volume 8, Page 384, Plat Records of Hays County, Texas (being designated on such map and being sometimes referred to herein as "Ruby Ranch, Phase VI), on which there is or will be built a single family dwelling. **Phase 7 Amendment:** The term "Lot" as defined in such Declarations is hereby modified and supplemented to include and be extended to any of the plots of land, except the "common area" as defined herein, shown and described on the plan and subdivision map recorded in Volume 9, Page 131, Plat Records of Hays County, Texas (being designated on such map and being sometimes referred to herein as "Ruby Ranch, Phase VII), on which there is or will be built a single family dwelling. **Phase 8 Amendment:** The term "Lot" as defined in such Declarations is hereby modified and supplemented to include and be extended to any of the plots of land, except the "common area" as defined herein, shown and described on the plan and subdivision map recorded in Volume 9, Page 318-323, Plat Records of Hays County, Texas (being designated on such map and being sometimes referred to herein as "Ruby Ranch, Phase VIII), on which there is or will be built a single family dwelling.

1.03 Owner.

"Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

1.04 Association

"Association" means and refers to Ruby Ranch Homeowner's Association, its successors and assigns.

1.05 Member.

"Member" means every person or entity who holds membership in the Association.

1.06 Common Area.

"Common area" means all real property owned by the Association for the common use and enjoyment of the Owners. The common area to be owned by the Association at the time of conveyance of the first lot is described as follows: all roads/streets shown and described within the boundaries of the Subdivision on the plat or map of such Subdivision as referenced herein. **Phase 4-5 Amendment:** The term "Common Area" as defined in such General Plan is hereby modified and supplemented to include and be extended to the roads/streets shown and described within the boundaries of the subdivision shown and described on the plats recorded in Volume 8, Page 235-240, Plat Records of Hays County, Texas (Ruby Ranch, Phase IV), and in Volume 8, Page 241-245, Plat Records, Hays County, Texas (Ruby Ranch, Phase V). In addition, the term "Common Area" is hereby modified and supplemented to include and be extended to the gate and gated area beginning at the point at which Clark Cove enters the property shown and described on the subdivision map for Ruby Ranch, Phase IV, from Ruby Ranch, Phase III. Notwithstanding anything to the contrary, the roads/streets identified as "Clark Cove" and "Creeside Drive" and shown on the subdivision maps for Ruby Ranch, Phase IV and Ruby Ranch, Phase V, will have limited access as provided for in this document. **Phase 6 Amendment:** The term "Common Area" as defined in

such General Plan is hereby modified and supplemented to include and be extended to the roads/streets shown and described within the boundaries of the subdivision shown and described on the plat recorded in Volume 8, Page 384, Plat Records of Hays County, Texas (Ruby Ranch, Phase VI) and the 3.438 acre "Park" shown and described on the plat recorded in Volume 8, Page 384, Plat Records of Hays County, Texas (Ruby Ranch, Phase VI) as Lot 8, Block A, Ruby Ranch, Phase VI. **Phase 7 Amendment:** The term "Common Area" as defined in such General Plan is hereby modified and supplemented to include and be extended to the roads/streets shown and described within the boundaries of the subdivision shown and described on the plat recorded in Volume 9, Page 131, Plat Records of Hays County, Texas (Ruby Ranch, Phase VII). In addition, the term "Common Area" is hereby modified and supplemented to include and be extended to: (a) the gate and gated area shown on the subdivision map for Ruby Ranch, Phase VII and which begins at the point at which West Bartlett Drive enters Ruby Ranch, Phase VII from Ruby Ranch, Phase VI; and (b) the gate and gated area shown on the subdivision map for Ruby Ranch, Phase VII and which begins at the point at which Labenski Drive enters the gated area of Ruby Ranch, Phase VII, such gated area including all of the lots in Ruby Ranch, Phase VII, except for the following lots in Ruby Ranch, Phase VII: Lots 15, 16, 17 and 18 in Block B, Lots 6, 7 and 8 in Block C, Lots 1 and 2 in Block D, and Lots 1, 2, 3, 4 and 5 in Block B (such excepted lots being excluded from the gated area and being sometimes referred to herein as the "non-gated lots" of Ruby Ranch, Phase VII, and the lots included within such gated area being sometimes referred to herein as the "gated lots") **Phase 8 Amendment:** The term "Common Area" as defined in such General Plan is hereby modified and supplemented to include and be extended to the roads/streets shown and described within the boundaries of the subdivision Shown and described on the plat recorded in Volume 9, Page 318-323, Plat Records of Hays County, Texas (Ruby Ranch, Phase VIII). In addition, the term "Common Area" is hereby modified and supplemented to include and be extended to the gate and gated area shown on the subdivision map for Ruby Ranch, Phase VIII and which begins at the point at which West Bartlett Drive enters the gated area of Ruby Ranch, Phase VIII, such gated area including all of the lots in Ruby Ranch, Phase VIII, except for the following lots in Ruby Ranch, Phase VIII: Lot 14 in Block E, Lots 1, 2, 3 and 4 in Block F, Lots 1 and 2 in Block G, and Lots 1, 2, 3, and 4 in Block H (such excepted lots being excluded from the gated area and being sometimes referred to herein as the "non-gated lots" of Ruby Ranch, Phase VIII, and the lots included within such gated area being sometimes referred to herein as the "gated lots").

1.07 Maintenance

"Maintenance" means the exercise of reasonable care to keep roads/streets, improvements, fixtures and related items (as the case may be) in a condition comparable to their original condition, normal wear and tear excepted.

ARTICLE II - Property Subject to Declaration

2.01 Property Subject to Declaration

The real property covered by this Declaration is described in Exhibit "A" attached hereto and incorporated by reference. All of the properties and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein and in the following manner:

a. If Declarant or any other person, firm or corporation is the owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplementary Declaration, which shall extend the scheme of the covenants and of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplementary Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of directors, must give written consent thereto. Properties may be added to the scheme of this Declaration if such properties are contiguous to the properties covered by this Declaration. Each Supplementary Declaration shall include a geographical description of the property added.

b. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by Operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger.

The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to The Properties except as hereinafter provided.

ARTICLE III - Membership in Association; Voting Rights

3.01 Membership

Each and every Owner of a Lot shall automatically become, and must remain, a member of the Association during such Owner's period of ownership of such Lot; membership will be appurtenant to and may not be separated from ownership of a Lot. A Member of the Association shall be considered to be a Member in good standing and eligible to vote, subject to the conditions set forth herein, if such Member:

- a. Has, not less than seven (7) days prior to the taking of any vote by the Association, fully paid all assessments or other charges levied by the Association then due and payable, as such assessments or charges are provided for in the Declaration;
- b. Does not have a lien filed by the Association against his/her/its Lot; and
- c. Has discharged other obligations to the Association as may be required of Members hereunder.

The Board shall have sole responsibility and authority for determining the good standing status of any Member at any time, and shall make such determination with respect to all Members prior to a vote being taken by the Association on any matter. The Board shall have the right and authority, in its sole discretion, to waive the seven (7) days prior payment requirement established herein and require only that such payment be made at any time before such vote is taken if the Board shall determine, in its own judgment, that extenuating circumstances exist which have prevented a particular Member from meeting any or all of the three requirements stated herein at or before seven (7) days in advance of any vote. Any Member not conforming with the provisions of this Article shall be declared by the Board to be not a Member in good standing and unless the time requirement required hereunder is specifically waived by the Board in writing prior to any particular vote being taken, shall be disqualified from voting on matters before the Association until such time as Member in good standing status is attained and so declared by the Board.

The Association shall have two (2) classes of voting membership:

- a. CLASS A. The Class A Members shall be all Owners with exception of the Declarant. After the Conversion Date, Declarant shall also become a Class A Member to the extent Declarant is the Owner of a Lot or Lots.
- b. CLASS B. The Class B Member shall be the Declarant. The Class B membership of Declarant shall cease and become converted to Class A membership upon occurrence of the earlier of the following (the "Conversion Date"):
 - (i) At September 1, 2005; or
 - (ii) Such earlier date as may be established by Declarant in a Supplemental Declaration to be recorded by Declarant.

Until the Conversion Date, the Class A Members shall not be entitled to vote (except as provided for the levying of Special Assessments under Article IV, Section 4.04 of the Declaration and amendments to the Declaration under Article IX herein). The Class B Member shall be entitled to one (1) vote for each Lot that it owns.

From and after the Conversion Date (and at anytime with respect to votes pertaining to Special Assessments and amendments to the Declaration), each Class A Member shall be entitled one (1) vote for each Lot that he/she/it owns. Where more than one person or entity owns in any Lot, all such persons collectively shall be a single Member, and the vote for such Member shall be exercised as the several parties shall determine among themselves.

The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability

or obligation incurred under or in any way connected with the Association or the Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE IV - Assessments

4.01 Lien and personal obligation

Declarant covenants for each Lot within the subdivision, and each owner of a lot is deemed to covenant by acceptance of his or her deed for such lot, whether or not it is so expressed in the deed, to pay to the Association (a) annual assessments and (b) special assessments for capital improvements. Such assessments will be established and collected as provided in this declaration. The annual and special assessments, together with interest, costs, and reasonable attorney fees, will be a charge on the land and a continuing lien on each lot against which an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney-fees, will also be the personal obligation of the person or persons who own the lot at the time the assessment falls due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

4.02 Purpose of annual assessments

The annual assessments levied by the Association will be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas situated within the subdivision. Annual assessments will include, and the Association will acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area, including mowing of roadway right-of-ways.
- (b) Lighting necessary for the common area.
- (c) Acquisition of equipment for the common area as may be determined by the Association.
- (d) Maintenance and repair of the roads/streets shown within the boundaries of the Subdivision on the plat or map of such Subdivision as referenced herein.
- (e) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation or use of the common area. The policy limits will be set by the Association, and will be reviewed at least annually and increased or decreased in the discretion of the Association.
- (f) Workers' compensation insurance to the extent necessary to comply with applicable law.
- (g) Any other insurance deemed necessary by the board of directors of the Association.
- (h) A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which will be necessary or proper in the opinion of the board of directors of the Association for the operation of the common areas, for the benefit of Lot owners, or for the enforcement of these restrictions.

4.03 Maximum annual assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the

maximum annual assessment will be One Hundred Twenty and No/100 Dollars (\$120.00).

(b) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased each year not more than fifteen percent (15.0%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased above fifteen percent (15.0%) by the vote or written assent of a majority of each class of members.

(d) The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Member voted amendment of April 2nd, 2012:

This amendment was likely intended to be inserted as 4.02(j) but was in actuality inserted as 4.03(j) where it does not make sense

(j) Board Committees or Sub-Committees, including but not limited to the Ruby Ranch Wildlife Committee. operations or expenses.

4.04 Special assessments for capital improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to such area. Any such assessment must be approved by a majority of each class of members.

4.05 Notice and quorum for membership action authorized under Sections 4.03 and 4.04

Written notice of any meeting called for the purpose of taking any action authorized by Section 4.03 or 4.04 will be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

4.06 Uniform rate of assessment

Both annual and special assessments must be fixed at a uniform rate for all lots.

4.07 Commencement and collection of annual assessments

The annual assessments will commence on the date of the conveyance by the Declarant to the Owner of each such Lot. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The board of directors will fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date of the assessment and will fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments will be sent to every owner subject to the assessment. The Association will, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid, and may (but is not obligated to), on or before February 15 of each year, cause to be recorded in the office of the county clerk of Hays County, a list of delinquent assessments as of that date.

4.08 Effect of nonpayment of assessments; remedies of the Association

Any assessment not paid within thirty (30) days after the due date will be deemed in default and will bear interest from the due date at the rate of ten percent (10.0%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for by nonuse of the common area or abandonment of the owner's lot. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided herein and the cost of collection, including reasonable attorney's fees and costs of court, thereupon become a continuing lien and charge on the property covered by such assessment, which shall bind such property in the hands of the Owner, and the Owner's heirs, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement of the property in question. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. To evidence the aforesaid assessment lien, the Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Hays County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth above and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment 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.

4.09 Subordination of assessment lien to deeds of trust

The assessment lien provided for in this declaration will be subordinate to the lien of any first deed of trust. A sale or transfer of any lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a deed of trust, whether judicial or by exercise of power of sale, will extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer will relieve such lot from liability for any assessments thereafter becoming due or from the lien of such assessments.

4.10 Common Properties Exempt

All Common Properties as defined herein, and any common properties of any other association designated on any recorded plat filed by Declarant, and all portions of The Properties owned by or otherwise dedicated to any political subdivision, shall be exempted from the assessments and lien created herein.

4.11 No obligation of Declarant to pay Assessments. Notwithstanding anything contained herein to the contrary, Declarant shall have no obligation or duty to pay the annual or special assessments provided for herein as a result of its initial ownership of any Lot or Lots in the Subdivision.

4.12 Accounts of Association. The Association shall establish at least two (2) separate bank accounts for the following purposes:

(a) Normal operating expense, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves and to additional improvements.

(b) Reserve for maintenance, repair and/or replacement relating to Common Areas (including, but not limited to the roads/streets in the Subdivision) which shall include funds for maintenance, repair or replacement required because of damage, wear or obsolescence.

The Association may have such other accounts as it deems appropriate. The Board of Directors of the Association may invest the funds in any account of the Association as it deems appropriate. In making any such investments, the Board of Directors shall use the standards set forth in the Texas Trust Code for trustees of trusts.

4.13 Allocation of Assessments

At least one-half (1/2) of the annual assessments paid by the Members of the Association shall be placed in the reserve account described in Section 4.12 (b) above; subject to such requirement, the Board of Directors of the Association shall determine the exact amount from year to year to place in such reserve account.

4.14 Declarant's Payment to Reserve Account

For the purpose of assisting with the maintenance, repair or replacement of the roads/streets in the Subdivision, Declarant shall pay into the reserve account described in Section 4.12 (b) above the sum of \$300.00 at the initial sale of each Lot in the Subdivision by Declarant; provided, however, in the event that the roads/streets in the Subdivision are dedicated to public use, Declarant shall cease paying such sum to the reserve account from the initial sale of each Lot in the Subdivision and shall have no further obligation to do so from and after the date that such roads/streets are dedicated to public use.

4.15 Gate Assessment - Phase 4-5 Amendment:

With the exception of Lots 1, 2 and 3 of Block A in Ruby Ranch, Phase IV (sometimes referred to herein as the "excepted lots"), in addition to the annual assessments authorized in this Article IV, Declarant covenants for each Lot within Ruby Ranch, Phase IV and Ruby Ranch Phase V, and each owner of a lot in such Phases (except for the owners of the excepted lots defined above) is deemed to covenant by acceptance of his or her deed for such lot, whether or not it is so expressed in the deed, to pay an additional assessment for the construction, improvement, repair and maintenance of the common area comprised of the gate and the gate area shown on the subdivision plat filed for Ruby Ranch, Phase IV, or as may be constructed at the point at which the road/street shown on such plat as "Clark Cove" enters Ruby Ranch, Phase IV, from Ruby Ranch, Phase III (said additional assessment being sometimes referred to herein as the "gate assessment"). Such additional gate assessment shall also be used for obtaining hazard, liability or such other types of insurance as the Board of Directors of the Association shall deem necessary for such gate and gate area. The additional gate assessment, together with interest, costs, and reasonable attorney fees, will be a charge on the land and a continuing lien on each lot against which this additional assessment is made. Each such additional gate assessment, together with interest, costs, and reasonable attorney fees, will also be the personal obligation of the person or persons who own the lot at the time the additional assessment falls due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them. The initial additional gate assessment as provided for herein shall be \$120.00 per year and such additional gate assessment shall be collected and administered in the same manner and subject to the same provisions as those contained in Provisions 4.03, 4.05, 4.06, 4.07, and 4.08 of this Article IV (as modified herein). Notwithstanding anything contained herein to the contrary: (a) Declarant shall have no obligation or duty to pay such additional assessment provided for herein as a result of its initial ownership of any Lot or Lots in Ruby Ranch, Phase IV or Ruby Ranch, Phase V; (b) The gate assessment lien provided for in this declaration will be subordinate to the lien of any first deed of trust; (c) a sale or transfer of any lot will not affect the gate assessment lien, provided however, the sale or transfer of any lot pursuant to foreclosure of a deed of trust, whether judicial or by exercise of power of sale, will extinguish the gate assessment lien as to payments which become due prior to such sale or transfer; and, (d) no sale or transfer will relieve such lot from liability for any gate assessment thereafter becoming due or from the lien of such gate assessment. All gate assessments paid shall be placed in a separate bank account by the Association to be used only for the purposes set forth above in this Provision 4.15.

4.16 Gate Assessment - Phase 7 Amendment

With the exception of Lots 15, 16, 17 a. 18 of Block B, Lots 6, 7 & 8 of Block C, Lots 1 & 2, Block D, and Lots 1, 2, 3, 4 & 5 of Block E in Ruby Ranch, Phase VII (sometimes referred to herein as the "excepted lots" or the "non-gated lots"), in addition to the annual assessments authorized in this Article IV, Declarant covenants for each Lot within Ruby Ranch, Phase VII, and each owner of a lot in such Phases (except for the owners of the excepted lots defined above) is deemed to covenant by acceptance of his or her deed for such lot, whether or not it is so expressed in the deed, to pay an additional assessment for the construction, improvement, repair and maintenance of the common area comprised of the gates and the gate areas shown on the subdivision plat filed for Ruby Ranch, Phase VII, or as may be constructed at: (a) the point at which

the road] street shown on such plat as "West Bartlett Drive" enters Ruby Ranch, Phase VII, from Ruby Ranch, Phase VI, and/or (b) the point at which the road/ street shown on such plat as "Labenski Drive" enters the gated lots of Ruby Ranch, Phase VII; said additional assessment being sometimes referred to herein as the "gate assessment". Such additional gate assessment shall also be used for obtaining hazard, liability or such other types of insurance as the Board of Directors of the Association shall deem necessary for such gate and gate area. The additional gate assessment, together with interest, costs, and reasonable attorney fees, will be a charge on the land and a continuing lien on each lot against which this additional assessment is made. Each such additional gate assessment, together with interest, costs, and reasonable attorney fees, will also be the personal obligation of the person or persons who own the lot at the time the additional assessment falls due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them. The initial additional gate assessment as provided for herein shall be \$120.00 per year and such additional gate assessment shall be collected and administered in the same manner and subject to the same provisions as those contained in Provisions 4.03, 4.05, 4.06, 4.07, and 4.08 of this Article IV (as modified herein). Notwithstanding anything contained herein to the contrary: (a) Declarant shall have no obligation or duty to pay such additional assessment provided for herein as a result of its initial ownership of any Lot or Lots in Ruby Ranch, Phase VII; (b) The gate assessment lien provided for in this declaration will be subordinate to the lien of any first deed of trust; (c) a sale or transfer of any lot will not affect the gate assessment lien, provided however, the sale or transfer of any lot pursuant to foreclosure of a deed of trust, whether judicial or by exercise of power of sale, will extinguish the gate assessment lien as to payments which become due prior to such sale or transfer; and, (d) no sale or transfer will relieve such lot from liability for any gate assessment thereafter becoming due or from the lieu of such gate assessment. All gate assessments paid shall be placed in a separate bank account by the Association to be used only for the purposes set forth above in this Provision 4.16.

4.17 Gate Assessment - Phase 8 Amendment

With the exception of Lot 14 in Block E, Lots 1, 2, 3 and 4 in Block F, Lots 1 and 2 in Block G, and Lots 1, 2, 3, and 4 in Block H in Ruby Ranch, Phase VIII (sometimes referred to herein as the "excepted lots" or the "non-gated lots"), in addition to the annual assessments authorized in this Article IV, Declarant covenants for each Lot within Ruby Ranch, Phase VIII, and each owner of a lot in such Phase (except for the owners of the excepted lots defined above) is deemed to covenant by acceptance of his or her deed for such lot, whether or not it is so expressed in the deed, to pay an additional assessment for the construction, improvement, repair and maintenance Of the common area comprised of the gates and the gate areas shown on the subdivision plat filed for Ruby Ranch, Phase VIII, or as may be constructed the point at which West Bartlett Drive enters the gated area of Ruby Ranch, Phase VIII; said additional assessment being sometimes referred to herein as the "gate assessment". Such additional gate assessment shall also be used for obtaining hazard, liability or such other types of insurance as the Board of Directors of the Association shall deem necessary for such gate and gate area. The additional gate assessment, together with interest, costs, and reasonable attorney fees, will be a charge on the land and a continuing lien on each lot against which this additional assessment is made. Each such additional gate assessment, together with interest, costs, and reasonable attorney fees, will also be the personal obligation of the person or persons who own the lot at the time the additional assessment falls due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them. The initial additional gate assessment as provided for herein shall be \$120.00 per year and such additional gate assessment shall be collected and administered in the same manner and subject to the same provisions as those contained in Provisions 4.03, 4.05, 4.06, 4.07, and 4.08 of this Article IV (as modified herein). Notwithstanding anything contained herein to the contrary: (a) Declarant shall have no Obligation or duty to pay such additional assessment provided for herein as a result of its initial ownership of any Lot or Lots in Ruby Ranch, Phase VIII; (b) The gate assessment lien provided for in this declaration will be subordinate to the lien of any first deed of trust; (c) a sale or transfer of any lot will not affect the gate assessment lien, provided however, the sale or transfer of any lot pursuant to foreclosure of a deed of trust, whether judicial or by exercise of power of sale, will extinguish the gate assessment lien as to payments which become due prior to such sale or transfer; and, (d) no sale or transfer will relieve such lot from liability for any gate assessment thereafter becoming due or from the lien of such gate assessment. All gate assessments paid shall be placed in a separate bank account by the Association to be used only for the purposes set forth above in this Provision 4.17.

ARTICLE V - Property Rights

5.01 Owner's easements of enjoyment

Every Owner of a Lot will have a right and easement of enjoyment in and to the common area which will be appurtenant to

and will pass with the title to such Lot, subject to the following rights:

- (a) The right of the Declarant (or its assigns), for a period of 10 years from the date that the Subdivision receives final approval by the Commissioner's Court of Hays County, Texas, to dedicate or transfer all or any part of the roads/streets shown within the boundaries of the Subdivision on the plat or map of such Subdivision as referenced herein to public use (provided, however, Declarant has no obligation and makes no representation that such roads/streets will ever be dedicated for public use); and,
- (b) The right of the Association, upon the expiration of Declarant's right to dedicate as set forth above, to dedicate or transfer all or any part of the roads/streets shown within the boundaries of the Subdivision on the plat or map of such Subdivision as referenced herein to public use.
- (c) The reservation by Declarant (and its successors and assigns) of an easement over the roads/streets shown and described on the subdivision plat referenced herein.
- (d) All rights, conditions and other matters of record and filed in the Official Public Records of Hays County, Texas.

5.02 Delegation of use

Subject to such limitations as may be imposed by the bylaws of the Association (provided, however, such bylaws may not prevent the Owner from accessing his/her/its Lot), each Owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

5.03 No partition

There will be no judicial partition of the common area, nor will Declarant, the Association or any Owner or any other person/entity acquiring any interest in the Subdivision or any part of it, seek judicial partition of the common area.

5.04 Gated Area Right of Access - Phase 4-5 Amendment:

Notwithstanding anything contained herein to the contrary, the "Common Area" comprised of the road/street shown as Creekside Drive on the subdivision plat recorded in Volume 8, Page 241-245, Plat Records, Hays County, Texas (Ruby Ranch, Phase V), and the road/street shown as Clark Cove on the subdivision plat recorded in Volume 8, Page 235-240, Plat Records, Hays County, Texas (Ruby Ranch, Phase IV), and any gate and/or gate area shown on such plat or as may be constructed at the point at which Clark Cove enters Ruby Ranch, Phase IV (as shown on the such subdivision plat for Ruby Ranch, Phase IV), shall have access limited to and for the benefit of the owners (and their agents and guests) of the lots shown on such subdivision plats for Ruby Ranch, Phase IV and Ruby Ranch, Phase V; provided however: (a) the owners of Lots 1, 2 and 3, Block A, Ruby Ranch, Phase IV, shall have no right of access over, across or through the road/street designated and shown as "Clark Cove" on the subdivision plat for Ruby Ranch, Phase IV, the road/street designated and shown as "Creekside Drive" on the subdivision plat for Ruby Ranch, Phase V, or the gate and/or gated area (described above), except as agents or guests of the other lot owners in Ruby Ranch Phase IV or Ruby Ranch, Phase V, and (b) the owners of Lots in Ruby Ranch, Phases 1, II and 111 shall have no right of access over, across or through the road/street designated and shown as "Clark Cove" on the subdivision plat for Ruby Ranch, Phase IV, the road/street designated and shown as "Creekside Drive" on the subdivision plat for Ruby Ranch, Phase V, or the gate and/or gated area (described above), except as agents or guests of the lot owners in Ruby Ranch Phase IV (other than the owners of Lots 1, 2 and 3, Block A, Ruby Ranch, Phase IV) or Ruby Ranch, Phase V. The Board of Directors of Ruby Ranch Homeowner's Association may establish rules and regulations for use of the gated access to and from Clark Cove and such rules and regulations shall be binding on the affected owners of lots within Ruby Ranch Phase IV and Ruby Ranch, Phase V (and their agents, guests, successors and assigns). Notwithstanding anything contained herein to the contrary, Declarant reserves and retains a right of ingress and egress for Declarant and Declarant's successors and assigns over, across and through the herein mentioned gate and/or gated area within Ruby Ranch Phase IV and Ruby Ranch, Phase V and all roads/streets constructed in such Phases and/or as shown on the subdivision plats for Ruby Ranch, Phase IV and Ruby Ranch, Phase V. In addition, the owners of any lots within any property that adjoins Ruby Ranch, Phase IV or Ruby Ranch, Phase V, and which may be added to the Declarations for Ruby Ranch subdivision and the Ruby Ranch Homeowner's Association and that utilize Clark Cove (as shown on the subdivision plat for Ruby Ranch, Phase IV) and/or Creekside Drive (as shown on the

subdivision plat for Ruby Ranch, Phase V) to access F.M. 967 via the other roads in Ruby Ranch subdivision, shall be entitled to a right of ingress and egress over, across and through the road/ street designated and shown as "Clark Cove" on the subdivision plat for Ruby Ranch, Phase IV, the road/street designated and shown as "Creekside Drive" on the subdivision plat for Ruby Ranch, Phase V, and the gate and/or gated area (described above), subject to the provisions provided for herein. Notwithstanding Provisions 5.01(a) and 5.01(b) of this Article V, neither Declarant (or its successors or assigns) nor the Association (or its successors or assigns) shall have any right to dedicate or transfer to public use: (a) that portion of the road/street designated and shown as "Clark Cove" on the subdivision plat for Ruby Ranch, Phase IV, or (b) the road/street designated and shown as "Creekside Drive" on the subdivision plat for Ruby Ranch, Phase V." Notwithstanding anything contained in Article IV of these Declarations to the contrary, in the event that all of the roads/streets that are subject to the Declarations (with the exception of that portion of "Clark Cove" shown on the plat for Ruby Ranch, Phase IV, and "Creekside Drive" shown on the plat for Ruby Ranch, Phase V, assuming that they remain private roads/streets) are dedicated to public use, the Association shall set aside a proportionate amount of the funds being then held in the account described in Provision 4.12(b) of the Declarations for the maintenance, repair and replacement of that portion of "Clark Cove" shown on the plat for Ruby Ranch, Phase IV, and "Creekside Drive" shown on the plat for Ruby Ranch, Phase V; and in addition, the Association shall adjust the annual assessments in accordance with the dedication of the roads/streets, as described above, and determine that amount of annual assessments (based on that portion of "Clark Cove" shown on the plat for Ruby Ranch, Phase IV, and "Creekside Drive" shown on the plat for Ruby Ranch, Phase V, remaining private roads/streets) that will be necessary and/or appropriate for those owners of lots in Ruby Ranch, Phase IV and Ruby Ranch, Phase V, that utilize "Clark Cove" and/or "Creekside Drive" to access R.M. 967 via the other roads/streets in Ruby Ranch subdivision as shown on the plats for Ruby Ranch, Phases 1, II and III.

5.04(b) Addition of Park to Common Area - Phase 6 Amendment

Phase 6's Amendments, as filed in document number 9917185, (9) pages, real property records of Hays County, mistakenly attempt to add provision 5.04. However, Phase 4-5 Amendments had already added provision 5.04. I am therefore referencing the Phase 6 amendment to the same provision as "5.04(b)" because the intent was to add a new provision, not to modify the Phase 4-5 provision 5.04:

Notwithstanding anything to the contrary (and subject to the rights of Declarant set forth hereinbelow), Lot 8, Block A, Ruby Ranch, Phase VI, shown on the plat for Phase VI filed in Volume 8, Page 384, Plat Records, Hays County, Texas, shall be a park for use by all owners of lots in the subdivision (the "Park"). Declarant (and its successors and assigns) reserves and retains: (a) a right of ingress and egress over and across said Park for the purpose of access to and from Ruby Ranch Road (shown on the plat for Ruby Ranch, Phase VI) and Lots 4 and 5, Block A, Ruby Ranch, Phase VI; and (2) the right to use such Park, subject to any rules and regulations that may be applicable to the use of such Park by owners of lots in the subdivision;. Subject to Declarant's right of ingress and egress as set forth hereinabove, the Ruby Ranch Homeowner's Association shall have the right to establish rules and regulations governing the use of such Park, including without limitation, provisions for enforcement of such rules and regulations.

5.05 Gated Area Right of Access - Phase 7 Amendment:

Notwithstanding anything contained herein to the contrary, the "Common Area" comprised of : (a) the road/street shown as West Bartlett Drive on the subdivision plat recorded in Volume 9, Page 131 , Plat Records, Hays County, Texas (Ruby Ranch, Phase VII) and included within the boundaries Ruby Ranch, Phase VII, (b) the road/street shown as Labenski Drive on the subdivision plat recorded in Volume 9, Page 131, Plat Records, Hays County, Texas (Ruby Ranch, Phase VII) to the extent of the portion of such road that is within the gated area of Ruby Ranch, Phase VII, and (c) any gates and/or gate areas shown on such plat or as may be constructed at the point at which West Bartlett Drive enters Ruby Ranch, Phase VII (as shown on the such subdivision plat for Ruby Ranch, Phase VII) or as may be constructed at the point as which Labenski Drive enters the gated area of Ruby Ranch, Phase VII, shall have access limited to and for the benefit of the owners (and their agents and guests) of the lots shown on such subdivision plats for Ruby Ranch, Phase VII; provided however: (i) the owners of Lots 15, 16, 17 & 18 of Block B, Lots 6, 7 & 8 of Block C, Lots 1 & 2, Block D, and Lots 1, 2, 3, 4 & 5 of Block E in Ruby Ranch, Phase VII, shall have no right of access over, across or through the road/street designated and shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VII, and included within the boundaries Ruby Ranch, Phase VII, nor the right of access over, across or through the road/street designated and shown as "Labenski Drive" on the subdivision plat for Ruby Ranch, Phase VII, to the extent of the portion of such road that is within the gated area of Ruby Ranch, Phase VII, nor the right of access over, across or through the gates and/or gated areas (described above), except as agents or guests of the owners of lots within the gated area of Ruby Ranch Phase VII, and (ii) the owners of Lots in Ruby Ranch, Phases I, II, III, IV, V and VI shall have no right of access over, across or through the road/street designated and

shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VII, and included within the boundaries Ruby Ranch, Phase VII, nor the right of access over, across or through the road/street designated and shown as "Labenski Drive" on the subdivision plat for Ruby Ranch, Phase VII, to the extent of the portion of such road that is within the gated area of Ruby Ranch, Phase VII, nor the right of access over, across or through the gates and/or gated areas (described above), except as agents or guests of the owners of lots within the gated area of Ruby Ranch Phase VII. The Board of Directors of Ruby Ranch Homeowner's Association may establish rules and regulations for use of the gated access to and from West Bartlett Drive and the gated access to and from Labenski Drive and such rules and regulations shall be binding on the affected owners of gated lots within Ruby Ranch Phase VII (and their agents, guests, successors and assigns). Notwithstanding anything contained herein to the contrary, Declarant reserves and retains a right of ingress and egress for Declarant and Declarant's successors and assigns over, across and through the herein mentioned gates and/or gated areas within Ruby Ranch Phase VII and all roads/streets constructed in such Phases and/or as shown on the subdivision plats for Ruby Ranch, Phase VII. In addition, the owners of any lots within any property that adjoins Ruby Ranch, Phase VII, and which may be added to the Declarations for Ruby Ranch subdivision and the Ruby Ranch Homeowner's Association and that utilize West Bartlett Drive (as shown on the subdivision plat for Ruby Ranch, Phase VII) and/or Labenski Drive (as shown on the subdivision plat for Ruby Ranch, Phase VII) to access FM. 967 via the other roads in Ruby Ranch subdivision, shall be entitled to a right of ingress and egress over, across and through the road/street designated and shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VII, the road/street designated and shown as "Labenski Drive" on the subdivision plat for Ruby Ranch, Phase VII, and the gates and/or gated areas (described above), subject to the provisions provided for herein. Notwithstanding Provisions 5.01(a) and 5.01(b) of this Article V, neither Declarant (or its successors or assigns) nor the Association (or its successors or assigns) shall have any right to dedicate or transfer to public use: (a) that portion of the road/street designated and shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VII and included with Ruby Ranch, Phase VII, or (b) the road/street designated and shown as "Labenski Drive" on the subdivision plat for Ruby Ranch, Phase VII to the extent of the portion of such road/street that is with the gated area of Ruby Ranch, Phase VII." Notwithstanding anything contained in Article IV of these Declarations to the contrary, in the event that all of the roads/streets that are subject to the Declarations (with the exception of that portion of any roads/streets that remain private roads/streets) are dedicated to public use, the Association shall set aside a proportionate amount of the funds being then held in the account described in Provision 4.12(b) of the Declarations for the maintenance, repair and replacement of that portion of "Clark Cove" included with Ruby Ranch, Phase IV, that portion of "Creekside Drive" included within Ruby Ranch, Phase V, that portion of "West Bartlett Drive included within Ruby Ranch, Phase VII, and that portion of "Labenski Drive" included with the gated area of Ruby Ranch, Phase VII (to the extent that such roads/streets remain private roads/streets); and in addition, the Association shall adjust the annual assessments in accordance with the dedication of the roads/streets, as described above, and determine that amount of annual assessments (based on that portion of "Clark Cove" shown on the plat for Ruby Ranch, Phase IV, the portion of "Creekside Drive" shown on the plat for Ruby Ranch, Phase V, the portion of "West Bartlett Drive shown on the plat for Ruby Ranch, Phase VII, and the portion of "Labenski Drive" shown on the plat for Ruby Ranch, Phase VII, remaining private roads/ streets) that will be necessary and/or appropriate for those owners of lots in Ruby Ranch, Phase IV and Ruby Ranch, Phase V, that utilize "Clark Cove" and/or "Creekside Drive" and the owners of the gated lots in Ruby Ranch, Phase VII, that utilize "West Bartlett Drive" and/or "Labenski Drive" to access FM. 967 via the other roads/streets in Ruby Ranch subdivision as shown on the plats for Ruby Ranch, Phases 1, II , III and VI.

5.06 Gated Area Right of Access - Phase 8 Amendment:

Notwithstanding anything contained herein to the contrary, the "Common Area" comprised of: (a) the road/street shown as West Bartlett Drive on the subdivision plat recorded in Volume 9, Page 318-323, Plat Records, Hays County, Texas (Ruby Ranch, Phase VIII) to the extent of the portion of such road that is within the gated area of Ruby Ranch, Phase VIII, (b) the roads/streets shown as Story Drive, Ware Drive, Will Banks Drive and Magnum Drive on the subdivision plat recorded in Volume 9, Page 318-323, Plat Records, Hays County, Texas (Ruby Ranch, Phase VIII) and included within boundaries of Ruby Ranch, Phase VIII, and (c) any gates and/or gate areas shown on such plat or as may be constructed at the point at which West Bartlett Drive enters the gated area of Ruby Ranch, Phase VIII; Shall have access limited to and for the benefit of the owners (and their agents and guests) of the lots shown on such subdivision plats for Ruby Ranch, Phase VIII; provided however: (i) the owners of Lot 14 in Block E, Lots 1, 2, 3 and 4 in Block F, Lots 1 and 2 in Block G, and Lots 1, 2, 3, and 4 in Block H in Ruby Ranch, Phase VIII, shall have no right of access over, across or through the road/ street designated and Shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VII, and included within the boundaries of the gated area of Ruby Ranch, Phase VIII, nor the right of access over, across or through the roads/streets designated and shown as Story Drive, Ware Drive, Will Banks Drive and Magnum Drive on the subdivision plat for Ruby Ranch, Phase VIII, to the extent of the portion of such roads that are within the gated area of Ruby Ranch, Phase VIII, nor the right of access over, across or through the gates and/or gated areas (described above), except as agents or guests of the

owners of lots within the gated area of Ruby Ranch Phase VIII, (ii) the owners of Lots in Ruby Ranch, Phases 1, II, III, IV, V and VI shall have no right of access over, across or through the road/street designated and shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VIII to the extent of the portion of such road that is within the gated area of Ruby Ranch, Phase VIII, nor the right of access over, across or through the gates and/ or gated areas (described above), except as agents or guests Of the owners of lots within the gated area of Ruby Ranch Phase VIII, and (iii) the owners of lots within the gated area of Ruby Ranch, Phase VII (as defined in Volume 1637, Page 1, Official Public Records, Hays County, Texas, and as corrected in Volume 1638, Page 407, Official Public Records, Hays County, Texas) shall have a right of access over and across any portion of West Bartlett Drive that lies within the boundaries of Ruby Ranch, Phase VIII for the purpose Of access to and from Ruby Ranch Road as shown on the plat for Ruby Ranch, Phase VIII. The Board of Directors of Ruby Ranch Homeowner's Association may establish rules and regulations for use of the gated access to and from West Bartlett Drive and such rules and regulations shall be binding on the affected owners of gated lots within Ruby Ranch Phase VIII (and their agents, guests, successors and assigns) and others permitted to use such access as provided for herein. Notwithstanding anything contained herein to the contrary, Declarant reserves and retains a right of ingress and egress for Declarant and Declarant's successors and assigns over, across and through the herein mentioned gates and/or gated areas within Ruby Ranch Phase VIII and all roads/streets constructed in such Phases and/or as shown on the subdivision plats for Ruby Ranch, Phase VIII. In addition, the owners of any lots within any property that adjoins Ruby Ranch, Phase VIII, and which may be added to the Declarations for Ruby Ranch subdivision and the Ruby Ranch Homeowner's Association and that utilize West Bartlett Drive (as shown on the subdivision plat for Ruby Ranch, Phase VIII) to access FM. 967 via the other roads in Ruby Ranch subdivision, shall be entitled to a right of ingress and egress over, across and through the road/street designated and shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VIII and the gates and/or gated areas (described above), subject to the provisions provided for herein. Notwithstanding Provisions 5.01 (a) and 5 .01(b) of this Article V, neither Declarant (or its successors or assigns) nor the Association (or its successors or assigns) shall have any right to dedicate or transfer to public use: (a) that portion of the road/street designated and Shown as "West Bartlett Drive" on the subdivision plat for Ruby Ranch, Phase VIII to the extent of the portion of such road that is within the gated area of Ruby Ranch, Phase VIII, or (b) the roads/ streets designated and shown as Story Drive, Ware Drive, Will Banks Drive and Magnum Drive on the subdivision plat for Ruby Ranch, Phase VIII to the extent of the portion of such roads/ streets that are within the gated area of Ruby Ranch, Phase VIII. Notwithstanding anything contained in Article IV of these Declarations to the contrary, in the event that all of the roads/ streets that are subject to the Declarations (with the exception of that portion of any roads/ streets that remain private roads/ streets) are dedicated to public use, the Association shall set aside a proportionate amount of the funds being then held in the account described in Provision 4.12(b) of the Declarations for the maintenance, repair and replacement of that portion of "Clark Cove" included within Ruby Ranch, Phase IV, that portion of "Creekside Drive" included within Ruby Ranch, Phase V, that portion of "West Bartlett Drive" included within the gated areas of Ruby Ranch, Phases VII and VIII, that portion of "Labenski Drive" included within the gated area of Ruby Ranch, Phase VII, and that portion of Story Drive, Ware Drive, Will Banks Drive and Magnum Drive included within Ruby Ranch, Phase VIII (to the extent that such roads/ streets remain private roads/ streets); and in addition, the Association shall adjust the annual assessments in accordance with the dedication of the roads/ streets, as described above, and determine that amount of annual assessments (based on that portion of "Clark Cove" shown on the plat for Ruby Ranch, Phase IV, the portion of "Creekside Drive" shown on the plat for Ruby Ranch, Phase V, the portion of "West Bartlett Drive" shown on the plats for Ruby Ranch, Phases VII and VIII, and the portion of "Labenski Drive" shown on the plat for Ruby Ranch, Phase VII, and that portion of Story Drive, Ware Drive, Will Banks Drive and Magnum Drive shown on the plat for Ruby Ranch, Phase VIII remaining private roads/streets) that will be necessary and/or appropriate for those owners of lots in Ruby Ranch, Phase IV and Ruby Ranch, Phase V, that utilize "Clark Cove" and/or "Creekside Drive" the owners of the gated lots in Ruby Ranch, Phases VII and VIII, that utilize "West Bartlett Drive" and/or "Labenski Drive" and the owners of lots in Ruby Ranch, Phase VIII that utilize Story Drive, Ware Drive, Wills Banks Drive and] or Magnum Drive to access PM. 967 via the other roads/ streets in Ruby Ranch sub division as shown on the plats for Ruby Ranch, Phases 1, II , III VI, VII and VIII.

ARTICLE VI - Architectural Control

6.01 Architectural Control Committee

The Association shall have an Architectural Control Committee which shall consist of three natural persons, and who shall be appointed by the Board of Directors of the Association. The Board of Directors of the Association shall determine the qualifications necessary to serve on the Architectural Control Committee in their sole discretion. Any and all members of such committee may be removed by the Board of Directors without cause and the Board of Directors shall have the

exclusive right and power at any time and from time to time to create and fill vacancies on the Architectural Control Committee.

6.02 Approval of Plans and Specifications

No improvement, as set forth below, shall be erected, constructed, placed, altered, maintained or permitted to remain on any Lot until plans and specifications have been submitted to and approved by the Architectural Control Committee. The Architectural Control Committee must review and approve such plans and specifications for which the Architectural Control Committee approval is required, including all of the following improvements on a Lot:

- (a) Any single family residence, building, fence, wall or other structure.
- (b) Any exterior addition, change or alteration to any single family residence, building, fence, wall or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

6.03 Application for Approval

To obtain approval to do any of the work described in Paragraph 6.02, an Owner must submit in writing an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work. Any other matter must specifically describe the activity for which Architectural Control Committee approval is sought. The plans and specifications to be so submitted shall include the following:

- a. A plot showing the location of all improvements, structures, walks, patios, driveways, fences and walls.
- b. Exterior elevations.
- c. Exterior materials, colors, textures, and shapes.
- d. Structural design.
- e. Parking area and driveway plan.
- f. Screening, including size, location, and method.

The Architectural Control Committee may reasonably require additional information from the person seeking approval in order to properly evaluate the request. The decision of the Architectural Control Committee in approving or rejecting any application shall be final, conclusive, and binding on the applicant.

6.04 Standard For Review

The Architectural Control Committee shall review written applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions and restrictions (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, and upon written request, the Committee shall detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

6.05 Failure of Committee to Act

If the Architectural control Committee fails either to approve or reject an application for proposed work within fifteen (15) days after submission, then application shall be deemed to be rejected.

6.06 Limitation of Liability

No member of the Architectural Control Committee shall be liable to any Owner, mortgagee, or other person or entity for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, specifications or other matter for which Architectural Control Committee approval is sought; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings or specifications; or (c) the development of any Lot; provided the member of the Architectural Control Committee has acted in good faith based upon information known to him or her and in the absence of gross negligence or intentionally wrongful conduct.

ARTICLE VII - Exterior Maintenance

7.01 Duty of Maintenance

Each Owner or occupant (including lessees) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot so owned or occupied including buildings, improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Keeping driveways in good repair.
- c. Complying with all government health and policy requirements.
- d. Repair of exterior damages to improvements.

7.02 Enforcement

If, in the opinion of the Association any such Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association through its authorized agent or agents shall have the right and power (but not the duty) to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owner and Occupant (including lessees) of a Lot on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement for such-work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article IV, Section 4.08 above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

7.03 Additional Drainage Easement - Phase 7 Amendment:

Notwithstanding anything to the contrary, the Ruby Ranch Homeowner's Association shall have the right to maintain the drainage easement shown on Lots 7 and 8, Block B, and Lots 10 and 11, Block A, Ruby Ranch, Phase VII, so that there are no obstructions in such drainage area that impede drainage. The Association shall have a right of ingress and egress to and from such drainage area over Lots 7 and 8, Block B, and Lots 10 and 11, Block A, of Ruby Ranch, Phase VII, for the purpose of exercising its right to maintain such drainage area as provided for and referenced herein; and such right of ingress and egress is hereby reserved for the Association to and from such drainage easement over Lots 7 and 8, Block B, and Lots 10 and 11, Block A, of Ruby Ranch, Phase VII for the purpose of exercising such right to maintain such drainage area as provided for and referenced herein.

ARTICLE VIII - Use Restrictions and Architectural Standards

8.01 Residential Use Only

All lots shall be used for single-family residential purposes only. Notwithstanding the foregoing, Declarant, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

8.02 Type of Buildings Permitted

No building shall be erected, altered or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height with a private garage (whether attached or detached) (or carport) for at least two automobiles, a guest house, detached utility building or barn and such other structures as may be approved by the Architectural Control Committee. Notwithstanding the foregoing, Declarant, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of construction and selling dwelling units on the Property, including, but not limited to, offices and storage areas. The main residence must be constructed before or at the same time as any outbuildings (i.e., garages, carports, barns, guest houses, etc.).

8.03 Design Minimum Floor Area, Exterior Walls, Garages and Driveways

Any residence, excluding guest houses, constructed on a Lot must have a ground floor area of not less than two thousand (2000) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall not have less than two thousand (2000) square feet. The minimum square footage called for herein shall be exclusive of Open or screened porches, terraces, patios, driveways, carports, and garages. No building taller than two stories shall be permitted. The exterior walls of the main residence, whether it is a single story or a two story residence, shall consist of not less than 75% masonry construction (exclusive of windows, doors and gables). All roofs for the main residence shall be constructed of one of the following: (a) a minimum of 25 year dimensional composition shingle, (b) metal, (c) tile, or (d) equivalent quality; and all requiring the approval of the Architectural Control Committee. Notwithstanding the foregoing, log homes will not be subject to the 75% masonry requirement. Garages, whether attached or detached, and Carports must be side or rear entry (i.e., the entry may not face a street); and any side of any carport that faces a street must be faced with material that is architecturally compatible with the main residence and approved by the Architectural Control Committee. Any detached garage or carport shall be compatible with the architectural style and building material of the main residence. Driveways shall: (a) not intersect roads, streets or thoroughfares within 30 feet of intersections; (b) have a minimum width of 10 feet; and, (c) be constructed of reinforced concrete (according to acceptable building standards) from the edge of the pavement of the street to the front property line, and be constructed of asphalt (according to acceptable building standards) or reinforced concrete (according to acceptable building standards) from the front property line to the main residence. Any street-side mailbox permitted must be enclosed in the same masonry as the main residence.

Phase 3-8 Amendment:

All residences constructed on the lots in Ruby Ranch, Phase III, IV, V, VI, VII & VIII must have an enclosed side or rear entry garage (which may be attached or detached) providing for the parking and storage of at least two (2) automobiles; and none of such lots in Ruby Ranch, Phase III, IV and V will be permitted to have carports.

Phase 4-5 Amendment:

“Except for Lots 1, 2 and 3, Block A, Ruby Ranch, Phase IV, any residence, excluding guest houses, constructed on a Lot in Ruby Ranch, Phase IV and Ruby Ranch, Phase V, must have a ground floor area of not less than two thousand four hundred (2400) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall have not less than two thousand four hundred (2400) square feet. Any residence, excluding guest houses, constructed on Lots 1, 2 or 3, Block A, Ruby Ranch, Phase IV, must have a ground floor area of not less than two thousand (2000) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall have

not less than two thousand (2000) square feet.”

Phase 7 Amendment:

Except for Lots 15, 16, 17 & 18 of Block B, Lots 6, 7 & 8 of Block C, Lots 1 & 2, Block D, and Lots 1, 2, 3, 4 & 5 of Block E in Ruby Ranch, Phase VII, any residence, excluding guest houses, constructed on a Lot in Ruby Ranch, Phase VII, must have a ground floor area of not less than two thousand four hundred (2400) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall have not less than two thousand four hundred (2400) square feet. Any residence, excluding guest houses, constructed on Lots 15, 16, 17 & 18 of Block B, Lots 6, 7 & 8 of Block C, Lots 1 & 2, Block D, and Lots 1, 2, 3, 4 & 5 of Block E in Ruby Ranch, Phase VII, must have a ground floor area of not less than two thousand (2000) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall have not less than two thousand (2000) square feet.

Phase 8 Amendment:

Except for Lot 14 in Block E, Lots 1, 2, 3 and 4 in Block F, Lots 1 and 2 in Block G, and Lots 1, 2, 3, and 4 in Block H in Ruby Ranch, Phase VIII, any residence, excluding guest houses, constructed on a Lot in Ruby Ranch, Phase VIII, must have a ground floor area of not less than two thousand four hundred (2400) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall have not less than two thousand four hundred (2400) square feet. Any residence, excluding guest houses, constructed on Lot 14 in Block E, Lots 1, 2, 3 and 4 in Block F, Lots 1 and 2 in Block G, and Lots 1, 2, 3, and 4 in Block H in Ruby Ranch, Phase VIII, must have a ground floor area of not less than two thousand (2000) square feet for a single story dwelling and one thousand four hundred (1400) square feet for a two story dwelling; provided, the first and second floors of a two story dwelling shall have not less than two thousand (2000) square feet.

8.04 Setbacks

No building shall be located on any Lot nearer to the front Lot line than sixty feet or nearer to the side street line than sixty feet nor any nearer to the rear lot line than sixty feet. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. The Architectural Control Committee may grant variances as Circumstances may reasonably dictate.

Phase 3-8 Amendment:

The building setback requirement for all lots in Ruby Ranch, Phase III, IV, V, VI, VII & VIII are as follows: no building or other structure will be built any closer than 40' from the that property line, not closer than 20' from side or rear property line.

8.05 Consolidation

No Lot shall be resubdivided. Any person owning two or more adjoining Lots may consolidate those Lots into a building site, with the privilege of constructing improvements, as permitted by this Declaration, as if the consolidated Lots were one original platted lot. If two or more lots are consolidated, the building setback requirements of Paragraph 7.04 shall apply to the resulting building sit as if it were on original platted lot; provided, the building setback line along the common border of the Lots that are consolidated shall no longer be effective for so long as the Lots are consolidated into a single building site.

8.06 Easement

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map of the Subdivision as referenced above. The right of use for ingress and egress shall be available at all times over any dedicated easement for the purpose of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

8.07 Noxious or Offensive Activities Prohibited

No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the

neighborhood. Without limiting the foregoing, no fireworks or firearms may be discharged or used anywhere in the Subdivision or on any Lot located in the Subdivision. Provided, however, nothing contained herein shall prevent anyone from protecting or defending themselves or others, as may be provided or permitted by law.

8.08 Prohibited Residential Uses

No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

8.09 Signs

No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent and such other signs as may be permitted by the Architectural Control Committee, including signs of reasonable size designating the occupants of the Lot. However, Declarant, shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

8.10 Oil Development and Mining Prohibited

No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

8.11 Rubbish, Trash and Garbage

No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, or other rubbish. Provided, however, this provision shall not be interpreted to prevent the burning of leaves, felled trees, cut grass or other yard vegetation from such Lot, except as may be regulated by any governmental authority having jurisdiction of the same.

8.12 Sewage Disposal

No individual sewage disposal systems shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the relevant governmental authority. Approval of the system as installed shall be obtained from that authority.

8.13 Water Supply

No individual water-supply system shall be permitted on any Lot unless the system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the applicable governmental authority. Approval of the system as installed shall be obtained from that authority. Any structure housing a water-supply system for the Lot must conform with the general architectural style and color of the main residence as determined by the Architectural Control Committee.

Phase 3-8 Amendment:

None of the lots in Ruby Ranch, Phase III, IV, V, VI, VII or VIII shall be permitted to have an individual water supply system unless the centralized water supply system as mentioned hereinbelow ceases to exist and/or is not replaced by another centralized water supply system. The lots in Ruby Ranch, Phase III, IV, V, VI, VII or VIII (except for Lots 4 and 5, Block A, Ruby Ranch, Phase VI), shall be serviced by the centralized water system currently located adjacent to Ruby Ranch, Phase III, IV, V, VI, VII or VIII. A water supply corporation has been created under the name "Ruby Ranch Water Supply Corporation" (referred to herein as "RRWSC"). The Declarant and RRWSC have entered into an agreement under which RRWSC will acquire such water system at some point in the future (such agreement being entitled "Agreement For

Conveyance and Transfer Of Water System", dated September 15, 1997, and filed of record in the Official Public Records of Hays County, Texas, and reference being here made to such agreement for all relevant purposes herein); and until the consummation of the transaction contemplated under such agreement, the Declarant, among other things, will operate such water system and will be entitled to collect and retain the fees and charges lawfully permitted to be assessed for such water service. Each and every owner of a lot in Ruby Ranch, Phase III, IV, V, VI, VII or VIII (except for Lots 4 and 5, Block A, Ruby Ranch, Phase VI), shall automatically become, and must remain, a member of RRWSC during such owner's period of ownership of such lot; and membership will appurtenant to and may not be separated from ownership of a lot. The membership of a person or entity in RRWSC shall terminate automatically wherever such person or entity ceases to be an owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with RRWSC during the period of ownership, nor impair any rights or remedies which RRWSC or any other owner has with regard to such former owner. By accepting ownership of a lot in Ruby Ranch, Phase III, IV, V, VI, VII or VIII (which shall be evidenced by the recording of a deed to such lot), each owner (except for Lots 4 and 5, Block A, Ruby Ranch, Phase VI) shall be deemed to ratify, confirm and accept the Agreement between Declarant and RRWSC as referenced above (and all of the terms, conditions and provisions contained therein) for the period covered by such Agreement. Notwithstanding anything to the contrary, Lots 4 and 5, Block A, Ruby Ranch, Phase VI, may utilize the centralized water system referenced hereinabove subject to the rates and tariffs established for such system and subject to the "Agreement For Conveyance and Transfer Of Water System" referenced hereinabove; provided, however, such lots may continue to also utilize the private water well or wells currently located on such lots or to be located on such lots.

8.14 Sight Distance at Intersections.

No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot in the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of rounded property corner, from the intersection of the street property lines as extended. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above. The requirement of this paragraph may be varied by written approval of the Architectural Control Committee.

8.15 Animals

No animals (which term includes reptiles, fowl, or livestock) shall be raised, bred or kept on any Lot for commercial purposes. However, the equivalent of one (1) animal unit per two (2) acres may be kept on each Lot for non-commercial purposes if the animal is owned by the Lot Owner, the Lot Owner's family, a tenant or tenant's family of the Lot Owner and if the animal's Owner resides on the Lot. An "animal unit" shall have the same meaning as that term is defined by the Hays County Agricultural Extension Service. No animals shall be boarded on the Lot unless owned by the occupant of the Lot, whether for compensation or not. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon the written request of any Owner, the Architectural Control Committee shall conclusively determine, in its sole and absolute discretion, whether for the purposes of this paragraph, a particular animal is permitted or whether the number of animals on any such Property is reasonable. Except when an animal is under the immediate personal supervision and command of its owner or handler, every animal shall be kept physically restrained from leaving the Lot of the owner or handler of such animal. Allowing an animal to leave the premises of its owner or handler while not under the personal supervision and command of said owner or handler is hereby declared to be a nuisance. Animals may not be kept on a Lot prior to the Owner living in and occupying the main residence.

Phase 3 Amendment:

Only household pets shall be allowed on any of the lots in Ruby Ranch, Phase III. Provided, however, and notwithstanding the foregoing prohibition, on Lots 1, 2, 3, 4, 5, 6, and 11, Block A, and Lot 1, Block B, Ruby Ranch, Phase III, animals shall be allowed as provided in Article VIII, provision 8.15 of the Declaration filed at Volume 1181, Page 57, Official Public Records of Hays County, Texas.

Phase 4-5 Amendment:

Only household pets shall be allowed on any of the lots in Ruby Ranch, Phase IV and Ruby Ranch, Phase V. Provided, however, and notwithstanding the foregoing prohibition, on Lots 1, 2, and 3, Block A, and Lots 17 and 18, Block B, Ruby Ranch, Phase IV, and Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block A, and Lots 5, 6, 7, 8, 9, 10, and 11, Block B, Ruby Ranch, Phase V, animals shall be allowed as provided in Article VIII, provision 8.15 of the Declaration filed at Volume 1181, Page 57, Official Public Records of Hays County, Texas.

Phase 6 Amendment:

Only household pets shall be allowed on any of the lots in Ruby Ranch, Phase VI. Provided, however, and notwithstanding the foregoing prohibition, on Lots 1, 2, 3, 4, 5 and 6, Block D, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block E, Ruby Ranch, Phase VI, animals shall be allowed as provided in Article VIII, provision 8.15 of the Declaration filed at Volume 1181, Page 57, Official Public Records of Hays County, Texas.

Phase 7 Amendment:

Only household pets shall be allowed on any of the lots in Ruby Ranch, Phase VII. Provided, however, and notwithstanding the foregoing prohibition, on Lots 1, 2, and 3, Block D, and Lots 1, 2, 3, 4 & 5, Block E, Ruby Ranch, Phase VII, animals shall be allowed as provided in Article VIII, provision 8.15 of the Declaration filed at Volume 1181, Page 57, Official Public Records of Hays County, Texas.

Phase 8 Amendment:

Only household pets shall be allowed on any of the lots in Ruby Ranch, Phase VIII. Provided, however, and notwithstanding the foregoing prohibition, on Lots 1 and 2 in Block G, and Lots 1, 2, 3, and 4 in Block H in Ruby Ranch, Phase VIII, animals shall be allowed as provided in Article VIII, provision 8.15 of the Declaration filed at Volume 1181, Page 57, Official Public Records of Hays County, Texas.

8.16 Fences Walls Hedges and Utility Meters

Any fence that fronts a street must be of a decorative nature and be constructed of metal, wood or masonry as approved by the Architectural Control Committee and must be maintained in a neat or orderly fashion. No chain link fence may be placed on the Lot boundaries or within the building set back lines nor in front of the main residence.

Phase 7-8 Amendment:

Note: The Phase 8 amendments incorrectly reference Phase 7 in their amendment to section 8.16 listing excluded blocks. The text below has been updated to reference the intended Phase 8 lots with fencing restrictions.

Notwithstanding anything contained herein to the contrary, no privacy fencing or any other type of perimeter boundary enclosure, screening, etc. which will restrict or hinder the view of Onion Creek or the horizon of any adjoining property shall be permitted on Lots 1 through 23 (inclusive) of Block A of Ruby Ranch, Phase VII or Lots 5, 6 or 7 of Block B of Ruby Ranch, Phase VIII. All fencing must be approved by the Architectural Control Committee.

8.17 Trucks, Buses, Boats, Campers, Recreational Vehicles and Trailers

No vehicle of any kind shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck (except for pick-up trucks), bus (except a passenger van for personal use), boat, camper, recreational vehicle, trailer, disabled or unregistered vehicle shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

8.18 Prohibited Activities

No professional business, or commercial activity to which the general public is invited shall be conducted on any Lot.

8.19 Wood-Burning Stoves and Fireplaces

No fireplace or wood-burning stove shall be installed or used on any Lot unless it meets the requirements, standards, and recommendations of the applicable governmental authority.

8.20 Poles, Masts and Antennas

No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building and approved by the Architectural Control Committee.

8.21 Access to FM 967

There shall be no access allowed or permitted directly onto Texas State Highway FM 967 from any Lot in the Subdivision that adjoins such highway (i.e., no roadways, driveways, entrances, etc., may be constructed from any Lot in the Subdivision so as to allow access directly onto Texas State Highway FM 967 from such Lot). All access to Texas State Highway FM 967 from any Lot in the Subdivision must be by way of the roads/streets that are shown on the subdivision plat of such Subdivision as referenced herein and nothing contained herein shall be construed so as to prohibit or restrict access to Texas State Highway FM 967 by way of such roads/streets.

8.22 Completion of construction - Phase 8 Amendment

Any construction of a building permitted under these Declarations must be completed within one (1) year from the date that such construction has been commenced. Commencement of construction shall be deemed to occur on the date that building materials for the construction of a permitted building structure are delivered to the Lot on which such permitted building structure is to be built or the date that work of any kind is performed on such in connection with the construction of such permitted building structure.

8.22(b) Trapping of Animals – Member Voted Amendment April 2nd, 2012

The member voted amendment of April 2nd, 2012, mistakenly attempts to add provision 8.22. However, Phase 8 Amendments had already added provision 8.22. I am therefore referencing the April 2nd, 2012 amendment as “8.22(b)” because the intent was to add a new provision, not to modify the Phase 8 provision 8.22

Except for trapping done pursuant to a vote by the Ruby Ranch Wildlife Committee for game management purposes with the Association Board’s approval, there shall be no live trapping by any individual, including an owner or member, of the following animals: Axis Deer, Blackbuck Antelope, Fallow Deer, or any exotic deer in Ruby Ranch. Live Trapping is defined as any mechanism (fence(s), netting, corrals, cage traps, or any means by which the primary purpose is for trapping) that is intended to capture the animal live. Trapping of Axis Deer, Blackbuck Antelope, Fallow Deer or any exotic deer in Ruby Ranch shall be punishable by a fine of \$1,500.00 per animal, for the owner or member who owns the Ruby Ranch lot where the live trapping occurs, made payable to the Ruby Ranch Wildlife Committee. This in no way prohibits residents from trapping other animals, for example, wild boars, that may be found in Ruby Ranch.

ARTICLE IX - General Provisions

9.01 Enforcement

The Declarant, the Association or any Owner shall have the right (but not the duty) to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration; such enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

9.02 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

9.03 Covenants Running With the Land

These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

9.04 Duration and Amendment

The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by the Owners of more than 50 percent of the Lots. The covenants, conditions and restrictions of this Declaration may be amended by an instrument signed by the Owners of more than 75 percent of the Lots. Neither any amendment nor any termination shall be effective until recorded in the real property records of Hays County, Texas, and all requisite governmental approvals, if any, have been obtained.

9.05 Attorney's Fees

If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

9.06 Liberal Interpretation

This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

9.07 Subordination

No breach of any of the conditions contained in these declarations or reentry by reason of such breach will defeat or render invalid the lien of any deed of trust made in good faith and for value as to the subdivision or any lot in it; provided, however, that such conditions will be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

ARTICLE ADDED BY PHASE 6 – Ruby Ranch Lodge

ADDITIONAL SPECIAL ARTICLE ADDED BY PHASE 6 AMENDMENTS (Referred to in Phase 6 Amendments as their Article VI)

“It is currently the intent of Declarant to use Lots 4 and 5, Ruby Ranch, Phase V1, for commercial purposes.

Notwithstanding anything contained herein to the contrary or in any Declarations referenced herein, Declarant may add either or both Lot 4 and/or Lot 5, Block A, Ruby Ranch, Phase VI, to these Declarations by filing a supplementary declaration as provided for in Article II of the Declaration of Covenants filed at Volume 1181 , Page 57, Official Public Records, Hays County, Texas; and in such event, any improvements currently located on such lots shall be permitted as an exception to the masonry requirements contained in provision 8.03 of the Declaration of Covenants filed at Volume 1181, Page 57, Official Public Records, Hays County, Texas.”

This Declaration is executed this the 12th day of October, 1995.

TWC Enterprises, Inc., a Texas corporation

By: Terri Lee Wimmer Title: Vice-President

Acknowledgment

State of Texas

County of Travis

This instrument was acknowledged before me on the 12th day of October, 1995, by Terri Lee Wimmer, Vice-President of TWC Enterprises, Inc., a Texas corporation, on behalf of such corporation.

EXHIBIT "A" – Property Definitions

(Attached to Declaration of Covenants, Conditions, and Restrictions For Ruby Ranch Subdivision)

All of the property shown on and described on that map or plat of record in Volume 6, Pages 398~400 of the Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and such property including Lots One (1) through Twelve (12), Block "A", Lots One (1) through Twenty-Two (22), Block "B", and Lots One (1) through Eight (8), Block "C", Ruby Ranch, Phase One, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 6, Page 398-400, Plat Records of Hays County, Texas.

Phase 2 Amendment to Exhibit A:

All of the property shown on and described on that map or plat of record in Volume 7, Page 22, Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and such property including Lots One (1), Two (2) and (3), Ruby Ranch, Phase Two, a subdivision in Hays County, Texas, according to the map or plat of record in Volume 7, Page 22, Plat Records of Hays County, Texas.

Phase 3 Amendment to Exhibit A:

All of the property and lots shown on and described on that certain map or plat filed of record in Volume 7, Page 331 of the Plat Records of Hays County, Texas; said map or plat referred to and incorporated herein for all relevant and pertinent purposes.

Phase 4-5 Amendment to Exhibit A:

All of the property and lots shown on and described on that certain map or plat filed of record for Ruby Ranch, Phase IV, in Volume 8 , Page 235-240 of the Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and being the same property as described in Deed from James C. Ruby, Jr., Trustee and Jessie E. Ruby, Trustee, to TWC Enterprises, Inc. filed of record in Volume 1431, Page 627, Official Public Records, Hays County, Texas, said Deed referred to and incorporated herein for all relevant and pertinent purposes.

All of the property and lots shown on and described on that certain map or plat filed of record for Ruby Ranch, Phase V, in Volume 8 , Page 241-245 of the Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and being the same property as described in Deeds from The Inn Above Onion Creek, Inc. to TWC Enterprises, Inc. filed of record in Volume 1468, Page 881, and Volume 1468, Page 872, Official Public Records, Hays County, Texas, said Deeds referred to and incorporated herein for all relevant and pertinent purposes.

Phase 6 Amendment to Exhibit A:

All of the property and lots (except for Lots 4 and 5, Block A, Ruby Ranch, Phase VI) shown on and described on that certain map or plat filed of record for Ruby Ranch, Phase VI, in Volume 8, Page 384 of the Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and being the same property as described in Deed from James C. Ruby, Jr., Trustee and the Jim & Jessie Ruby Family Partnership, Ltd. to TWC Enterprises, Inc. filed of record in Document Number 9915205 (11 pages), Official Public Records, Hays County, Texas, said Deed referred to and incorporated herein for all relevant and pertinent purposes.

Phase 7 Amendment to Exhibit A:

All of the property and lots shown on and described on that certain map or plat filed of record for Ruby Ranch, Phase VII, in Volume 9, Page 131 of the Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and being the same property as described in Deed from James C. Ruby, Jr., Trustee and the Jim & Jessie Ruby Family Partnership, Ltd. to TWC Enterprises, Inc. filed of record in Volume 1633, Page 480 (Document Number 00003399), Official Public Records, Hays County, Texas, said Deed referred to and incorporated herein

for all relevant and pertinent purposes.

Phase 8 Amendment to Exhibit A:

All of the property and lots shown on and described on that certain map or plat filed of record for Ruby Ranch, Phase VIII, in Volume 9, Page 318-323 of the Plat Records of Hays County, Texas, said map or plat referred to and incorporated herein for all relevant and pertinent purposes; and being the same property as described in Deed from James C. Ruby, Jr., Trustee and the Jim & Jessie Ruby Family Partnership, Ltd. to TWC Enterprises, Inc. filed of record in Volume 1739, Page 101, Official Public Records, Hays County, Texas, said Deed referred to and incorporated herein for all relevant and pertinent purposes.