

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
464 RANCH SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions for 464 Ranch Subdivision (this “**Declaration**”) is made by **BALCONES 464 LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

**RECITALS**

**A.** Declarant is the present owner of the certain real property located in Blanco County, Texas, as more particularly described on Exhibit “A”, attached hereto (the “**Property**”).

**B.** Declarant desires to create a uniform plan for the development, improvement, and sale of the Property and to act as the “**Declarant**” for all purposes under this Declaration.

**C.** This Declaration serves notice that the Property identified on Exhibit “A” shall be subject to the terms and provisions of this Declaration.

**NOW, THEREFORE**, it is hereby declared: (i) the Property will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Property and will be binding upon all parties having right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

**ARTICLE 1  
DEFINITIONS**

Unless the context otherwise specifies or requires, all capitalized terms when used in this Declaration shall have the following meanings:

“**Assessment**” means assessments the Association may impose under this Declaration.

“**Association**” means 464 Ranch Owners Association, Inc., a Texas nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers set forth in this Declaration.

“**Board**” means the Board of Directors of the Association.

“**Common Area**” means any property, roadway, gates, fencing and facilities that the Association owns or in which it otherwise holds rights or obligations, including via under a lease, license, or any easement in favor of the Association.

**“Development Period”** means the period of time beginning on the date when this Declaration has been Recorded, and ending ten (10) years thereafter, unless earlier terminated by a recorded instrument executed by Declarant.

**“Improvement”** means any and all physical enhancements and alterations to the Property, including, but not limited to every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, sport courts, recreational facilities, swimming pools, garages, parking areas and/or facilities, driveways, storage buildings, fences, gates, screening walls, retaining walls, patios, decks, and awnings.

**“Lot”** means each portion of the Property designated as such in the Plat for the Property, excluding Common Area.

**“Owner”** means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot and in no event shall mean any Occupant. Every Owner is a member of the Association.

**“Occupant”** means a resident, occupant or tenant of a Lot, other than an Owner.

**“Permittee”** means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant (as applicable).

**“Plat”** means that certain plat for 464 Ranch, a Subdivision out of the Bartholomew Baldez Survey, Abstract No. 33 in Blanco County, Texas, recorded as **Document No. 2023-231522** in the Official Public Records of Blanco County, Texas.

**“Reviewer”** means the party holding the rights to approve Improvements within the Property and shall be Declarant or its designee until expiration or termination of the Development Period, at which point such rights shall automatically be transferred to the Board.

## **ARTICLE 2 USE RESTRICTIONS**

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

### **2.01 Use Restrictions.**

(a) **Residential Use.** The Property shall be used solely for single-family residential purposes, which may include residential amenities such as pools, areas for outdoor fitness and recreation, dog parks, gazebos and/or playgrounds. The Property may not be used for any other purposes without the prior written consent of Declarant, which consent may be withheld by Declarant in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Property, except an Owner or Occupant may conduct

business activities within Improvements so long as: (i) such activity complies with applicable law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of such Improvements; (iii) the existence or operation of the business activity is not apparent or detectable by sight, *i.e.*, no sign may be erected advertising the business within the Property, sound, or smell from outside the Improvements; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of property in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, the Lot will not be considered open to the public. The term "business" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

(b) Prohibited Uses. No noxious or nuisance uses that would disturb the residential use or quiet enjoyment of the Property shall be permitted, including, but not limited to:

- (i) a junk yard, scrap metal yard, recycling center or waste material business (including any dumping, disposal, incineration or reductions of garbage or refuse);
- (ii) a mortuary, crematorium or funeral home;
- (iii) a storage or mini warehouse facility;
- (iv) dirt bike, off road vehicles, any other motorized or non-motorized vehicles for commercial races or commercial rallies or similar commercial activities;
- (v) the discharge of firearms of any kind;
- (vi) commercial shooting range;
- (vii) No hogs, swine, fowl, emu, ostriches, rhea, or other similar birds shall be kept or permitted on any Lot at any time except (1) livestock raised and sheltered under a 4-H or FFA project in which a child residing on the Lot

participates, and written permission from the Association must be given. Permitted poultry include up to ten (10) hens. No roosters shall be allowed, without exception;

(viii) the takeoff, storage, or landing of private or commercial aircraft (including, without limitation, helicopters) except for medical emergencies; or

(ix) any use which is illegal.

**2.02 Rentals.** No portion of the Property may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the Improvements constructed on a Lot may be leased for residential purposes, including for short-term rental purposes such as Airbnb, VRBO, HomeAway or other similar websites. Short-term rental is restricted to a minimum night requirement of two consecutive (2) nights and only one short-term rental is allowed on any Lot at any one time. The Owner agrees to provide its Occupants with information regarding the restrictions set forth in this Declaration as necessary, and all Owners will be responsible for any actions of the Occupants upon such Owner's Lot.

**2.03 Trash Containers.** Trash containers and recycling bins must be stored in one of the following locations:

(a) inside Improvements constructed on the Lot; or

(b) behind or on the side of the Improvements in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot, e.g., behind a privacy fence or other appropriate screening.

**2.04 Unsightly Articles; Vehicles.** No article deemed to be unsightly or a nuisance by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, recreational vehicles, boats and other watercraft, stored or inoperable vehicles, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment, and commercial vehicles may be kept on the Lots but shall be kept at all times, except when in actual use, (i) in enclosed structures, or (ii) behind a fence so as to not be visible from any other portion of the Property.

**2.05 Hazardous Activities.** No Owner may permit any condition upon its portion of the Property which creates a fire hazard or violates applicable law. No activities may be conducted on the Property which, in the reasonable opinion of Declarant, are or might be unsafe or hazardous to any person or property. No open fires shall be lighted or permitted except within safe well-designed interior and exterior fireplaces or in contained fire pits or within barbecue units while attended and used for cooking or other recreational purposes. Prescribed burns shall only be conducted pursuant to applicable law.

**2.06 Hunting.** Hunting is strictly prohibited. This does not in any way restrict the Association or its agents from any requirement to control or maintain the animal population

and/or to comply with an approved Wildlife Plan. Any required hunting will be conducted only after written dates, times and locations are provided in writing to the Owners by the Association at least 30 days in advance of the hunt.

**2.07 Mining and Drilling.** No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property by Declarant.

**2.08 Temporary Structures.** No shack or other temporary building, Improvement, or structure may remain upon the Property without the prior written approval of the Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for use during construction may be maintained.

**2.09 Personal Utility Vehicles/UTVs.** Personal utility vehicles, also commonly known as side-by-side vehicles, are allowed provided that they remain on the Owner's Lot, do not emit a noise that is a nuisance to other Owners and are kept in a garage and out of sight to from other Lots. They may only be used in the Common Area roads when not on the Owner's Lot. At no time are personal utility vehicles permitted in any other Common Area without written permission of the Association.

**2.10 Lighting and Noise.** Outside lighting fixtures shall be placed so as to illuminate only the Improvements or yard of the applicable Lot and so as not to adversely affect or reflect into surrounding Lots or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street or adjacent properties unless otherwise approved by the Reviewer. Each Owner is strongly encouraged to adopt "Dark Sky" standards when possible. No noise is permitted that will cause a nuisance to surrounding Lots.

**2.11 Playscapes, Sports Equipment and Sports Courts.** Playscapes, sports equipment and sport courts are permissible Improvements, subject to the approval of the Reviewer. These facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties and shall not create a nuisance to such adjacent properties.

**2.12 Subdividing.** No Lot shall be further divided or subdivided, including via imposition of a condominium regime, nor may any interests therein less than the whole Lot be conveyed by the Owner thereof without the prior written approval of Declarant during the Development Period and the Board thereafter.

**2.13 Wildlife or Agricultural Exemption; Ad Valorem Tax Valuation.** Each Owner, by acquiring a Lot, agrees to commit the primary use of their Lot to the Associations Wildlife Plan (the "**Wildlife Plan**"). Each Owner shall be responsible for maintaining an ad valorem tax valuation based on agricultural use as described in the Texas Tax Code on such Owner's Lot (the "**Wildlife Exemption**") by allowing the Association to administer the Wildlife Plan and by taking

the6 actions prescribed by the Association, including, but not limited to, signing any Wildlife Plan adopted by the Association with respect to such Owner’s Lot. If for any reason the Association seeks to transition from a Wildlife Plan to an Ag Plan (the “Ag Plan”) the Owner agrees to cooperate fully in the actions prescribed by the Association, including, but not limited to, signing any Wildlife Plan adopted by the Association with respect to such Owner’s Lot. If for any reason a Lot no longer qualifies for the ag Exemption, the Owner thereof shall be responsible for and shall pay all rollback and market value taxes due and payable on said Lot. The Blanco County Appraisal District may remove from the Ag Exemption the area described in *Section 3.06I* and the Association and Declarant have no control over their methodology. The Owner expressly holds the Association and Declarant harmless from any increase in ad valorem taxes.

**2.14 Ad Valorem Tax Exemptions.** Each Owner, by acquiring a Lot, authorizes the Association to adopt and implement alternative ad valorem tax exemptions for each Lot within the Property, and agrees to comply with such alternative ad valorem tax exemption strategies adopted by the Association and to allow the Association to take the actions necessary to implement such strategies on each Lot. The Association may enter into agreements with third parties or third-party service companies to prepare and implement such ad valorem tax exemption strategies.

### **ARTICLE 3 CONSTRUCTION RESTRICTIONS**

**3.01 Construction of Improvements.** Unless constructed by Declarant, no Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Property unless approved in advance and in writing by the Reviewer. All Improvements, including but not limited to fences, walls, driveways, patios, cabanas, flagpoles, barns, sheds and pools, must comply with applicable law, including relevant permitting requirements.

**3.02 Square Footage.** The minimum square footage of living area required for any primary residence within each Lot shall be 1,900 square feet of living area. A secondary residence, such as a pool house, guest house, garage or barn apartment, shall be permitted on each Lot and shall be a minimum of 550 square feet of living area with a maximum of no greater than one-half the square footage of the primary residence. A secondary residence shall only be built concurrent with or after the completion of the primary residence. At no time shall there be more than one primary and one secondary residence on a Lot. Two additional barns, garages or similar outbuildings are allowed on a Lot. A well house may also be constructed on each Lot so long as it is not more than 50 square feet, and if it exceeds this maximum, it shall be considered one of the two allowable outbuildings. At no time shall an outbuilding or well house be used as a habitation.

**3.03 Utility Lines.** Unless otherwise approved by the Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than

within Improvements unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under Improvements, or within easements.

**3.04 Construction Activities.** This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by Declarant or an Owner upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area for ranchette-style Lots and associated Improvements. Construction activities shall be conducted between the hours of 7:00am and 8:00pm local time, excluding Sunday, when no such construction shall occur without written approval of the Reviewer.

**3.05 Plan Approval.**

(a) Construction plans and specifications shall be submitted to the Reviewer in writing. The Reviewer may, in reviewing such plans and specifications, consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or tests that may be required by Reviewer; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Reviewer may refuse to approve plans and specifications for proposed Improvements on any grounds that, in the sole and absolute discretion of Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(b) The approval of the Reviewer of any final plans and specifications for the Property, and any variances granted by the Reviewer, shall be valid for a period of twenty-four (24) months only. If construction in accordance with such plans and specifications or variance is not commenced within such twenty-four (24) month period and diligently prosecuted to completion within either: (i) three years after issuance of approval of such plans and specifications; or (ii) such other period thereafter as determined by the Reviewer, in its sole and absolute discretion, the Owner shall be required to resubmit such final plans and specifications or request for a variance to the Reviewer, and the Reviewer shall have the authority to re-evaluate such plans and specifications and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

**3.06 General Construction Allowances, Conditions, Requirements and Prohibitions**

(a) No structure of a temporary character, such as a trailer, mobile home, manufactured home, tiny home, tent, yurt, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within the Property. Further, this covenant expressly is intended to exclude the use of a mobile

home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently.

(b) First 50 feet of each driveway to be constructed of concrete, brick pavers, stone, tile, chip-seal, asphalt or other similar hard surfaced material and may, at the exclusive discretion of the Reviewer, include a requirement for a culvert of at least eighteen (18") inches in width and made of reinforced concrete pipe, and thereafter the driveway after such initial 50 feet must be constructed of 1) hard surfaced material or 2) granite or gravel if bordered by a concrete ribbon flat curb at least 12" in width.

(c) The building envelope, meaning the area in which the primary residence, secondary residence, enclosed fencing and any outbuildings are located shall be limited to no more than one acre. This excludes any applicable well house as described in *Section 3.02*.

(d) The surface of all roofs of improvements on any Lot shall be of either slate, tile, composition shingle, or metal or other similar material.

(e) Rainwater catchment systems are allowed.

(f) No lot abutting a perimeter Common Area fence may construct anything within twenty-five (25) feet of the fence line. The Association expressly reserves a twenty-five (25) foot easement for fence maintenance as provided in *Section 4.01*.

(g) No tree with a diameter of twelve (12) inches or greater measured one foot from ground level shall be removed or destroyed without the prior written approval of the Association. This excludes cedar trees or trees removed for an approved driveway or build site.

### **3.07 Lot Setbacks**

(a) The Lot building setbacks are as follows: Eighty (80) feet along any Lot boundary fronting any Common Area, and Fifty (50) feet along all other Lot boundaries.

### **3.08 Water Wells**

(a) Whenever possible, water wells should be spaced 250' apart or greater to significantly reduce pumping interference between wells. Minimum water well spacing to be no less than 150'. Wells are subject to approval by the Groundwater District and may be less than 150' feet only when a variance is provided by the Groundwater District.

### **3.09 Propane Tanks**

(a) Propane tanks must be concealed by being buried or behind a concealed behind a permanent structure such as a wall or fence. For the purposes of this section, organic plantings is not sufficient to meet this requirement.



**ARTICLE 4**  
**MAINTENANCE AND REPAIR OBLIGATIONS; ASSESSMENTS**

**4.01 Association Maintains.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs, and replaces the portions of the Property listed below, regardless of whether the portions are on an Owner's Lot:

- (a) the Common Area;
- (b) any real and personal property owned by the Association not otherwise designated as a Common Area;
- (c) any portion of the Property, any item, easements or services, the maintenance of which is assigned to the Association by this Declaration or in accordance with any recorded easement or the Plat.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner; or (ii) such property is dedicated to any local, state, or federal government or quasi-governmental entity. The Association shall not be liable to any Owner or Occupant for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

**4.02 Owner Maintains.** Every Owner is responsible for the maintenance, repair and replacement of all Improvements located on such Owner's Lot. Every Owner has the following responsibilities and obligations for the maintenance, repair and replacement of their Lot:

- (a) to maintain, repair, and replace the Improvements located on the Owner's Lot and any Improvements which exclusively serve such Owner's Lot;
- (b) to not do any work or fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduces the value thereof, or impair any easement or real property right thereto;
- (c) to be responsible for his or her own willful or negligent acts and those of his or her or the Occupant's Permittees when those acts necessitate maintenance, repair, or replacement of Common Area or the property of another Owner;
- (d) to perform his or her responsibilities in such manner so as not to unreasonably disturb other Owners and Occupants;
- (e) to pay for the cost of repairing, replacing or cleaning up any item that is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to

pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her Permittees, with the cost thereof to be added to and to become part of the Owner's next chargeable Assessment.

**4.03 Assessments.** The Board shall levy Assessments against each Lot in amounts as the Board shall determine in accordance with this Section.

(a) Personal Obligation. Each Assessment, together with any interest thereon and costs of collection, shall be the personal obligation of the Owner of the Lot against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Section.

(b) Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association which sets forth: (a) an estimate of expenses the Association will incur during such year in performing its functions and exercising its powers under this Declaration, including, but not limited to, the cost of all management, repair and maintenance required by the Association and the cost of administering and enforcing this Declaration; and (b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate reserve. Assessments sufficient to pay such estimated expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Assessment by an Owner, the Association may at any time, and from time to time, levy further Assessments in the same manner. All such Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

(c) Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this Section, together with all costs of collection, including attorneys' fees, are secured by the continuing Assessment lien granted to the Association, and shall bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. Each Owner, by accepting a deed or ownership interest to a Lot shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder.

## **ARTICLE 5 GENERAL PROVISIONS**

**5.01 Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their

respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded, and continuing through and including January 1, 2073, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word “change” meaning a termination, or change of term or renewal term) is approved by Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Owners at least thirty (30) days in advance and will set forth the purpose of such meeting. Notwithstanding any provision in this *Section 6.01* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any applicable law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the recording of this document, descendants of Elizabeth II, Queen of England.

**5.02 Amendment.** This Declaration may be amended or terminated by the recording of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Owners entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. No amendment will be effective without the written consent of Declarant during the Development Period.

**5.03 Interpretation.** The provisions of this Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property, provided, however, that the provisions of this Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Property. This Declaration will be construed and governed under the laws of the State of Texas.

**5.04 Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

**5.05 Enforcement and Nonwaiver.** Except as otherwise provided herein, any Owner of a Lot (at such Owner’s own expense), Declarant and the Association will have the right to enforce all of the provisions of this Declaration. The Association and/or Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner’s own expense), Declarant or the Association. The failure to enforce any provision of this Declaration at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

**5.06 Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this

Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

**5.07 Acceptance by Owners.** Each Owner, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the applicable Lot subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all recorded documents affecting the Property, including the Plat. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property and will bind any person having at any time any interest or estate in the Property and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

**5.08 Release.** EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE REVIEWER AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA.

**5.09 No Warranty of Enforceability.** Declarant makes no warranty or representation as to the present or future validity or enforceability of this Declaration. Any Owner acquiring a Lot in reliance on this Declaration will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

**5.10 Governance by Association.** The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Lots in the Property have been conveyed to Owners other than Declarant, Declarant will appoint and remove all members of the Board and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Lots in the Property have been conveyed to Owners other than Declarant, the Board will call a meeting of the Association for the purpose of electing one-third of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than Declarant. Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the bylaws of the Association.

**5.11 Assignment of Declarant's Rights.** Notwithstanding any provision in this to the contrary, Declarant may, by Recorded instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity, in any of its privileges, exemptions, rights, and duties hereunder. Copies of any such assignment of

Declarant's privileges, exemptions, rights, or duties shall be provided to each Owner of any portion of the Property by Declarant.

**5.12 Association's General Easement.** Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement over, across, under, and through the Property including without limitation, each Lot and all Improvements thereon, for the following purposes:

- (a) For access, entry, and to perform inspections and/or maintenance that is permitted or required of the Association by this Declaration or by applicable law;
- (b) For access, entry, and to perform maintenance that is permitted or required of the Owner by this Declaration or by applicable law, if the Owner fails or refuses to perform such maintenance;
- (c) For access, entry, and to enforce this Declaration;
- (d) For access, entry, and to exercise self-help remedies permitted by this Declaration or by applicable law;
- (e) For access, entry, and to respond to emergencies;
- (f) to grant easements to utility providers as may be necessary to install, maintain, monitor, and inspect utilities serving any portion of the Property; and
- (g) to perform any and all functions or duties of the Association as permitted or required by this Declaration or by applicable law.

*[SIGNATURE PAGE FOLLOWS]*

EXECUTED TO BE EFFECTIVE on the date this instrument is recorded in the Official Public Records of Blanco County, Texas.

**DECLARANT:**

**BALCONES 464 LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS       §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, Manager of \_\_\_\_\_, a Texas \_\_\_\_\_, Manager of \_\_\_\_\_, a Texas limited liability company, on behalf of said limited liability companies.

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Notary Public Signature

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Lots 1 – 73 of 464 Ranch, a Subdivision out of the Bartholomew Baldez Survey, Abstract No. 33 in Blanco County, Texas, according to the plat thereof recorded as Document No. 2023-231522 in the Official Public Records of Blanco County, Texas.