



**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS  
FOR  
SPICEWOOD GRANITE RIDGE  
A SUBDIVISION IN BURNET COUNTY, TEXAS**

**Preamble**

This First Amended Declaration of Covenants, Conditions, and Restrictions for Granite Ridge Subdivision (“Subdivision”), Burnet County, Texas, is made on the 22 day of January 2018, at Burnet County, Texas, by the SPICEWOOD GRANITE RIDGE OWNERS ASSOCIATION, INC. a nonprofit Texas corporation (“POA”) its mailing address being 295 Scenic Ridge Drive, Spicewood, Texas 78669.

**Recitals**

**WHEREAS**, Granite Ridge Subdivision was created by Spicewood Granite Partners, Ltd, the original Declarant. The original Declaration of Covenants, Conditions and Restrictions (“Original CCRs”) were executed on August 24, 1998, placed upon the Subdivision and recorded in Volume 813, Page 242 of the Deed Records of Burnet County, Texas; and

**WHEREAS**, the Original CCRs were designed to be effective for 20 years from the date of execution; and

**WHEREAS**, the Board formed a committee to study the Original CCRs to determine their continued validity; and

**WHEREAS**, the committee determined the Original CCRs needed revision to reflect the current status of the Subdivision; and

**WHEREAS**, the committee has created a restatement of the CCRs to reflect the current status and pursuant to the committee’s recommendation, all property owners of the Subdivision were provided an opportunity to approve or reject the hereinafter restated covenants and restrictions. Such vote took place by written ballot. The votes were tabulated and sixty-seven (67) percent of the Owners adopted this First Amended Declaration of Covenants, Conditions, and Restrictions; and

**WHEREAS**, because a required number of votes chose to adopt the First Amended Declaration of Covenants, Conditions, and Restrictions, the Subdivision will now have a revised and current general plan which provides a common scheme of development, ownership and maintenance to protect and safeguard the Property over a long period; and

**WHEREAS**, this general plan will benefit the Property in general, the parcels and Tracts that constitute the Property of the Subdivision, and each successive owner of an interest in the Property.

**THEREFORE**, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Owners of real property within the Granite Ridge Subdivision, by and

through its POA, desire to restrict all of the Property according to this First Amended Declaration of Covenants, Conditions, and Restrictions in furtherance of this general plan. Granite Ridge Subdivision is legally described in the Map or Plat Records in the Burnet County Clerk, Courthouse, Burnet, Texas. The Plat for Granite Ridge Subdivision, more specifically described as a private subdivision situated in the James H. Johnson League Survey No. 16, the C.R. Duncan Survey No. 1534, the Robert Gambel Survey, and the G.C. & S.F. R.R. Co. Survey No. 400, being the same subdivision as recorded in Cabinet 2, Slide 125D, 126A of the Plat Records of Burnet County, Texas, to which reference is here made for a legal description of the subdivision encumbered by these First Amended Covenants, Conditions and Restrictions.

**NOW, THEREFORE**, it is declared that all of the Property described in these recitals, shall be held, transferred, sold, conveyed, and occupied subject to this First Amended Declaration of Covenants, Conditions, and Restrictions (sometimes referred to as “Covenants, Conditions and Restrictions”, “CCRs” and “Amended CCRs”) as hereinafter set forth:

**ARTICLE I.**  
***Definitions***

- 1.01 “ACC” means the Architectural Control Committee.
- 1.02 “Application(s)” means either a New Construction Application, an Existing Structure Application or a Landscape Application.
- 1.03 “Assessment” means any amount due to the Property Owners Association by an Owner or levied against an Owner of a Tract or Lot by the Property Owners Association under these CCRs.
- 1.04 “Association” or “POA” means the “Spicewood Granite Ridge Owners Association”. The principal office of the Association shall be 295 Scenic Ridge Drive, Spicewood, Texas 78669, or such other place as the Board may indicate in any written Notice or designation of the principal office. The Association consisting of all Owners, exists for the purposes of preserving and maintaining the uniform standards and quality of land and its resources, as well as the natural beauty and aesthetic value of the Property. The Association shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Tract, without specific need of any further documentation of any kind.
- 1.05 “Board” means the Board of Directors of the Association.
- 1.06 “Building” means any structure, on a Tract/Lot, that is a shelter for people or animals, including a Residence.
- 1.07 “Bylaws” means the Bylaws of the Association, and any amendments thereto, adopted by the Board.
- 1.08 “Common Area” means all Property within the Subdivision that is subject to all easements and rights described in these Amended CCRs, and specifically, the gated entryway and approach off of State Highway 71 leading into the Granite Ridge Subdivision, Granite Ridge Drive and Scenic Ridge Drive. For the avoidance of

doubt and to ensure the original intent to have a gated community, the description of the gated entryway, as stated in the original Declaration, shall include the stone structure holding the gate on Lots 5 and Lot 7, and include the property on which the gates sit which is located at the corner of Hwy 71 and Granite Ridge Dr. (“Gated Entryway”). The Gated Entryway will be maintained by the Property Owners Association. Owners of Lot 5 and 7 shall have no obligation or responsibility for the maintenance or the operation of the gate, the stone wall or the landscaping on which the gates and the stone walls sit. Notwithstanding the previous, Owners of Lots 5 and 7 shall still be responsible for maintenance of their Lot, as required of an Owner, pursuant to these Amended CCRs.

- 1.09 “Covenants” means the covenants, conditions, and restrictions contained in these Amended CCRs.
- 1.10 “Declarant” means Spicewood Granite Ridge Owners Association.
- 1.11 “Declaration” means this First Amended Declaration of Covenants, Conditions, and Restrictions (sometimes referred to as “Covenants, Conditions and Restrictions”, “CCR’s” and “Amended CCR’s”)
- 1.12 “Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.
- 1.13 “Fund” as defined in Section 6.06 a.
- 1.14 “Governing Documents” means this First Amended Declaration of Covenants, Conditions, and Restrictions, the Articles of Incorporation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.
- 1.15 “Granite Ridge Drive” shall mean the entrance roadway as set forth in the recorded “Map” which furnishes access from State Highway 71 into the Granite Ridge Subdivision.
- 1.16 “In Good Standing” means the standard as set forth in The Texas Property Code or other applicable law.
- 1.17 “Lot/Tract” means each tract (“Tract”) of land designated as a lot on the Plat, shown on the plat and subdivision map recorded in Cabinet 2, Slide 125D, 126A of the Plat Records of Burnet County, Texas (the “Map”) excluding lots that are part of the Common Area. The definition of a Tract also includes any two or more Tracts that have been combined into 1 Tract, as recorded in the Burnet County Property records and listed with the Burnet County Tax Assessor (“Combined Tract”).
- 1.18 “Member” means Owner.
- 1.19 “Notice” means all communications by email to Owners unless applicable law expressly requires notice be given by another method. Any time these Amended CCRs require Notice be given, an Owner shall be considered to have received Notice upon the POA’s receipt of a read receipt for that specific email. If necessary, Notice may also be given by First Class US Mail Return Receipt Requested. In that situation, Notice shall be deemed received 3 days after mailing. Additionally, Notice of board member elections shall be posted in a conspicuous place in the

subdivision or on the POA's website, if available.

- 1.20 "Owner" means every record Owner of a fee interest in a Lot/Tract.
- 1.21 "Plat" means the Plat of the Property recorded in Cabinet 2, Slide 1250, 126A of the Plat Records of Burnet County, Texas, and any replat of or amendment to the Plat made in accordance with these Amended CCRs.
- 1.22 "Property" means and refers to all of the Lots/Tracts and Common Area in Granite Ridge, a subdivision in Burnet County, Texas.
- 1.23 "Residence/Residential" means a Building designed for and used as a non-commercial residential dwelling by a Single Family constructed on one or more contiguous Lots/Tracts. Residence collectively includes - Primary Residence, Caretaker Residence and Guest Residence, as defined herein. Residential use does not include long-term or short-term rentals, without Board approval.
- 1.24 "Road(s)" shall mean any one of, and sometimes jointly, the roadways defined herein as Granite Ridge Drive or Scenic Ridge Drive.
- "Granite Ridge Drive" shall mean the entrance roadway as set forth in the recorded "Map" which furnishes access from State Highway 71 into the Granite Ridge Subdivision.
  - "Scenic Ridge Drive" shall mean the roadway as set forth in the recorded "Map" which is serviced by and bisected by Granite Ridge Drive, and which furnishes access to a majority of the Lots in the Subdivision.
- 1.25 "Single Family" means a group of individuals related by (or within the realm of the) first lineal consanguinity, adoption, or marriage.
- 1.26 "Standard" as defined in Section 3.01, herein.
- 1.27 "Structure" means any improvement on a Lot/Tract (other than a Residence or Building), including, but not limited to, a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, garage or recreational equipment.
- 1.28 "Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.
- 1.29 "Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.
- 1.30 "Vote" – a vote will be determined and counted in the following manner:
- a. For votes cast under Sections 2.08 e and 3.02 and 7.04 each Tract will be assigned 1 vote, whether the Owner is single or married. Combined Tracts will be assigned 1 vote.
  - b. For votes cast under Article 6, each Tract shall be entitled to one vote for each acre owned (rounded off to the nearest whole number of acres). For the avoidance of doubt, the number of votes is based on the Tract size not the number of Owners.

**ARTICLE II.**  
**Architectural Control Committee**

**Establishment**

2.01. Purpose. The Architectural Control Committee or ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, Buildings, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.

2.02. Members. The ACC consists of at least 3 Owners, In Good Standing, appointed by the Board. The Board may remove or replace an ACC member at any time.

2.03. Term. ACC members serve until replaced by the Board or they resign.

2.04. Road Committee. The Board shall designate a Road Committee which shall be responsible for the determination of road fees and the management of other matters related to maintenance of Granite Ridge Drive and Scenic Ridge Drive, including the Gated Entryway. All management and fee assessments, recommended by the Road Committee, shall be submitted to the Board who will have the final decision regarding implementation.

**Plan Approval**

2.05. Required Review by ACC. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- a. Any new construction of a Building or Structure.
- b. Any landscaping or grading of a Tract or Tracts which would alter natural drainage, affect the peripheral borders of a Tract, or which would result in erosion of the Owner's, and/or adjacent, Property(s).
- c. The removal or destruction of any barriers, both natural and manmade, that exist on Lots that are adjacent to Hwy 71.

2.06. Applications.

a. *New Structures.* For new construction, no Building, Structure, or construction of any kind shall be erected, placed, constructed, or altered, nor shall any landscaping or hardscaping be commenced on any Tract, nor shall any clearing or site work, in preparation for construction, be commenced until a complete set of plans and specifications have been formally submitted in writing to the Architectural Control Committee for approval ("New Construction Application"), and such New Construction Application has been approved by the Architectural Control Committee.

b. *Existing Structures.* For existing Buildings and Structures, no external renovations, or additions shall be made, or commenced, until a complete set of plans and specifications have been formally submitted in writing to the Architectural Control Committee for approval ("Existing Structure Application") and such Existing Structure Application has been approved by the Architectural Control Committee.

c. **Landscaping Alterations.** Any landscaping or grading of any Tract or Tracts, which would alter natural drainage or affect the peripheral borders of a Tract, shall not commence until a complete set of plans and specifications have been formally submitted in writing to the Architectural Control Committee for approval (“Landscaping Application”) and such Landscaping Application has been approved by the Architectural Control Committee.

d. **All Applications Subject to Road Damage Prevention Review.** The Road Committee shall review, with the Owner and builder, all Applications to determine the potential damage to Granite Ridge Dr. and/or Scenic Ridge Dr. A damage mitigation plan will be developed by the Road Committee in cooperation with the Owner and Builder. Failure to comply with Road Committee recommendations and such failure results in damage to the road shall subject the Owner to liability for the repair of any and all damage to the Road(s) related to the Application.

#### 2.07. Specifications of Application.

a. All New Construction Applications submitted for the proposed new construction must contain and include at least the following information: floor plans, including, but not limited to, finished floor and ground elevations; exterior elevations for any Buildings, Structures, including but not limited to, location of light poles and other poles or posts, if applicable; exterior lighting and location; landscaping and irrigation plans, samples of exterior finish materials and color samples; and any other plans, specifications or information deemed pertinent by the Architectural Control Committee.

b. All Existing Structure Applications must contain a complete set of plans and specifications and any other plans, specifications or information deemed pertinent by the Architectural Control Committee.

c. All Landscaping Applications must contain a complete set of plans and specifications and any other plans, specifications or information deemed pertinent by the Architectural Control Committee.

#### 2.08. Review Standards.

a. **Complete Submission.** Within 30 days after the submission of a complete Application, in accordance with requirements set forth in 2.07 above, the Architectural Control Committee shall review such Application. The ACC will review such Application under the guidelines that will (1) ensure conformity of the Application with these Governing Documents, and (2) ensure harmony of external design in relation to surrounding structures and topography. An Application can be rejected for not providing sufficient information, as required under Section 2.07.

b. **Committee Discretion.** The Committee may disapprove the construction or design of any Building, Structure, or improvement, including the removal of certain trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Property, or to preserve the serenity and natural beauty of any surroundings. Prior approval and/or disapproval by the Committee pertaining to any improvement activities or regarding

matters of design or aesthetics shall not be binding upon the Committee for later similar requests for approval if the Committee feels that the repetition of such approval would have an adverse effect on the development or Property. The Committee shall have broad, discretionary authority to interpret and apply these standards.

c. **Rejection.** If an Application is rejected, the Committee shall provide Notice containing a detailed written explanation of the reason(s) for the rejection and provide written guidance to the Applicant on the procedures to obtain approval.

d. **Initial Appeal.** Any issue or refusal of an Application that cannot be resolved between the Committee and the Owner shall be brought to the Board for review. A special meeting of the Board will be held to hear the Owner/applicants appeal. A majority vote of the Board will be determinative.

e. **Final Appeal.** If the Owner/applicant appeal is rejected by the Board, the Owner/applicant may request a special meeting of the Association to hear a Final Appeal and to vote on whether to uphold or reject the Board's decision. Using the voting regime as defined in Section 1.29 (a), a majority of the votes cast by Owners, in attendance, will be the decision of the Association.

f. **Deemed Approval.** If the Architectural Control Committee fails either to approve or reject an application for proposed work within thirty (30) days after submission, then the Owner/applicant shall give the Committee written notice of its failure to respond. If the Committee does not respond within ten (10) days following Owner/applicant's written notice, then approval of the application shall be deemed granted, and the applicant will have no further requirements for approval of the Application, under this Article

2.09. **Variances.** Written variances may be granted by a majority vote of the members of the Architectural Control Committee. Written approval of plans, other than construction of a Building or exterior alteration to an existing Building, may be assigned to a member or members of the Architectural Control Committee. If such member or members refuse to approve such plans, the property owner, his, her, or its representative may appeal such refusal to the entire Architectural Control Committee, a majority of which shall decide the issue. If the appeal to the entire Architectural Control Committee is denied, the Owner can appeal the decision using the methods as provided in Sections 2.08 d and e.

2.10. **Records.** The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, in accordance with the provisions of the Association's Bylaws, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

2.11. **No Liability.** The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any Owner's Application or request.

**ARTICLE III.**  
***Owner's obligation to Maintain and Repair***

**Purpose**

3.01 All Residences, Buildings and Structures must be maintained in a manner that is aesthetically compatible with the Subdivision, as determined by the ACC ("Standard"). Specifically, each Owner must keep their Lot/Tract, all landscaping, the Residence, all Buildings, all Structures, and all lands and easements viewable from adjacent properties and POA Roadways, in accordance with the idea of this aesthetic compatibility Standard. For the avoidance of doubt, maintenance of a Tract includes maintenance of the Tract up to the Road abutting the Tract.

**Determination by the Board**

3.02. If it is determined by the ACC, that an Owner of any Tract is not maintaining the Tract in accordance with the Standard, as established by the ACC, the matter will be referred to the Board. Upon an affirmative vote of the Directors in attendance at a regular or special Board meeting, the Secretary of the Board shall issue a written notice ("Notice") to the Owner which shall specifically outline the Board's requirements for the Owner to be in compliance with the Standard. Pursuant to Section 209.006 of the Texas Property Code, the Notice of violation will be sent by certified mail. It will describe the violation or property damage, the suspension, charge, fine and amount due. The Notice will also state that the owner is entitled to request a hearing under section 209.007 on or before the 30<sup>th</sup> day after the initial Notice is mailed to the owner. The Notice will also include the required language from the Servicemembers Civil Relief Act, if the Owner is serving (or may be serving) on active military duty.

**Timeline to Cure**

3.03. The Owner shall be given 90 days from receipt of the Notice to mitigate the issue(s). If the Owner should fail to rectify the issue(s) addressed in the Notice to the satisfaction of the Board, and after a hearing if requested by the Owner pursuant to section 209.007, then a second notice ("2<sup>nd</sup> Notice") shall be issued by the Secretary of the Board. This purpose of this 2<sup>nd</sup> Notice is to inform the Owner that because of Owner's failure to address the issue(s) stated in the Notice, the Board will cure the issue(s) for the Owner ("Remedy").

**Process**

3.04. Should a 2<sup>nd</sup> Notice be necessary, the 2<sup>nd</sup> Notice will contain a date informing the Owner of the time that the agent of the Board will enter the Tract to resolve all premise maintenance issue(s) outlined in the written Notices. Owner shall allow the Board, through its agents and employees, to enter the Tract in order to repair, maintain, and restore the Tract, including landscaping, garbage or rubbish removal, and/or the repair and/or maintenance of the exterior of any Buildings, Structures, and other improvements located on the Tract which were outlined in the Notices needing a Remedy. Each Owner (by acceptance of a deed for the Tract(s)) hereby covenants and agrees to repay to the Association the costs to complete the Remedy immediately upon demand for the services rendered by the Board. The failure of the Owner to pay the remedial assessment shall carry with it the same consequences as the failure to pay any Assessment hereunder when due.



## **Indemnification**

3.05 The Property Owners Association, the Board, the ACC, and their members will not be liable to any Owner who is subject to a Remedy for actions taken by the Association in accordance with this Article 3.

## **ARTICLE IV.**

### ***Use Restrictions and Architectural Standards***

#### **Use**

4.01. All Tracts shall be used for non-commercial residential and ranching purposes only. These restrictions on use are to ensure that the Subdivision will retain and maintain its Standards, dignity and privacy. Notwithstanding the foregoing, an Owner may petition the Board for approval to use the Tract for a limited commercial purpose. The Board's decision shall be final. For the avoidance of doubt, under no situation, will an Owner be allowed to open the subdivision to unrestricted public access.

4.02. Tracts may include one main Residence home ("Primary Residence"), one caretaker home that shall be used as a dwelling for a single caretaker and their family ("Caretaker Residence"), and one guest home to be used to house family and/or friends visiting on a temporary basis ("Guest Residence"). No Building on any Tract can be used or converted to rental property of any duration or nature without the express written consent of the Board.

#### **Types Of Buildings Permitted**

4.03. No Building of any type or use shall be erected, altered, or permitted on any Tract without the express written approval of the Architectural Control Committee. The first Residence submitted for approval should contain, as much as is reasonably prudent and possible, a substantially complete plan for all construction and landscaping planned on the Property. Other Structures such as play structures and Buildings, shall be reviewed on an individual basis by the Architectural Control Committee, and must be fully approved by a written variance or approval letter before construction begins. No prefabricated, modular, mobile, existing residences, garages or other Buildings ("Portable Buildings"), may be moved onto or permitted on any Tract without first obtaining written consent from the ACC. A Portable Building will not be considered by the ACC unless the structure meets all neighborhood Building requirements, will be secured to a permanent foundation and is engineered to meet reasonably expected environmental/weather conditions.

#### **Design and Construction Requirements**

4.04. Before beginning any construction on a Tract, the plans, drawings and specifications must be provided to the Architectural Control Committee for approval utilizing the procedures in Article 2.

4.05. All Buildings and other Structures constructed or erected (including Portable Buildings) shall be of new construction and constructed in a good and workmanlike manner, in accordance with industry trade practices and standards.

4.06. All Buildings, including Portable Buildings, shall be constructed on a permanent

foundation and utilize county/state approved septic and waste treatment systems.

4.07. The main Residence constructed on a Tract must have a ground floor area of not less than one thousand eight hundred (1,800) square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

4.08. The main Residence shall not exceed two (2) stories in height, or 36 feet, with a private garage for not less than two (2) automobiles; the garage may be attached, at the Owners discretion.

4.09. If the Primary Residence is not the first Building constructed, then the Primary Residence must be the next Building constructed.

4.10. The Primary Residence must be constructed no later than five (5) years after the first Building is commenced. Once construction is approved by the ACC, the Primary Residence shall be completed with all reasonable diligence. Notwithstanding the foregoing, the exterior of the Primary Residence must be completed within twelve (12) months from the date construction is commenced. Failure to comply with Sections 4.09 and 4.10, will result in a \$50,000 penalty ("Penalty" or "Penalties"), to be paid, in accordance with Section 6, herein. For the avoidance of doubt, the purpose of this section is not punitive, but is established to ensure that the Standard of the community is maintained. If an Owner should decide to sell the Property before satisfying the requirements in this Section 4.10, the Property will still be subject to the Penalty imposed. The Penalty will be determined proportionally. By way of example, if an Owner sells the Property in year 4 and has failed to comply with Sections 4.09 and 4.10, a Penalty of \$40,000 will be assessed.

4.11. The exterior design of the Residential Building shall be of character and styling common, compatible and consistent with the existing Subdivision Residential structures. All exterior colors, textures, and materials must be compatible within the specific design motif, and with the adjacent and surrounding Tracts and overall community appearance.

4.12. The exterior walls of any Residential structure (Primary, Caretaker or Guest) shall consist of not less than twenty-five (25%) percent brick or stone construction, unless otherwise approved by the Architectural Control Committee.

4.13. All roofs shall be constructed of fire retardant materials and shall not be brightly colored or highly reflective, notwithstanding the application, and use, of solar panels.

4.14. Any construction commenced on any Tract must be completed with reasonable diligence.

4.15. No building or construction material of any kind shall be placed or stored on the Tract until construction has commenced.

4.16. No construction shall commence until provisions have been made, and approved by the Architectural Control Committee insuring that drainage of surface water will be safe and cause no damage to or adversely affect adjacent Tracts or Property.

### **Setbacks**

4.17.

a. No Building shall be located on any Tract within 100 feet of the front Tract boundary line, Granite Ridge Drive, Scenic Ridge Drive or Highway 71 easement or right-

of-way line, nor within fifty (50) feet of any side or rear Tract boundary line. For purposes of this setback 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 Tract to encroach upon another Tract. If two or more Tracts, or portions of two or more Tracts, are consolidated into a new Tract, these Building setback requirements shall apply to the resulting consolidated Tract as if it were the original, platted Tract.

b. The Owners of all Tracts with a property line adjacent to a property outside the Granite Ridge Subdivision shall install and maintain a fence, wall, plantings or other barriers that prevent motorized access to the Subdivision.

c. Location of these fences, walls, plantings or other barriers, and the materials used, must be approved by the ACC prior to construction or installation.

### **Resubdivision or Consolidation**

4.18. No Tract shall be subdivided or split except as follows: Any Owner owning two or more adjoining Tracts may subdivide or consolidate those Tracts, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting subdivided or consolidated Tract provided that such subdivision or consolidation does not result in any Tract having a total acreage of less than fifteen (15) acres and with each Tract having at least fifty (50) feet of frontage on either Granite Ridge Drive or Scenic Ridge Drive.

### **Commercial Activities Prohibited**

4.19. No professional, business, or commercial activity, to which the general public is invited onto the Property or which is disruptive to any Owner's quiet enjoyment of their Property, shall be conducted on any Tract, including, but not limited to, the rental of any Residence or Building for any duration or use.

### **Noxious or Offensive Activities Prohibited**

4.20. Any noxious, offensive, profane or unlawful activity or use that is an annoyance or nuisance to the surrounding landowners, whether or not they be Granite Ridge Owners, shall not be allowed on any Tract. In this regard, the Association may from time to time adopt rules concerning such activities, and will enforce such rules to ensure the intended benefit and the quality of Subdivision life for all Owners.

### **Firearms**

4.21. The safe use of firearms or other devices designed for hunting or target shooting is permitted if used responsibly, in conjunction with these CCRs, applicable laws, any rules of the POA or Board, and with the permission of adjacent Property Owners. Failure to adhere to these rules, shall result in the revocation of the Owner's right to use firearms or other devices on his Tract or within the Subdivision.

### **Prohibited Residential Uses**

4.22. Any Building or 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, barns and other outbuildings and accessory structures, shall not be utilized on any Tract at any time as a residence, either temporarily or permanently. Notwithstanding the foregoing restrictions, camping by family and friends for purely recreational purposes is allowed.

### **Signs**

4.23. No sign of any type shall be allowed on any Tract, subject to the following exceptions:

- a. one temporary sign, of approximately ten (10) square feet advertising the Tract for sale, provided such sign shall be neat in appearance and approved by the Architectural Control Committee;
- b. one permanent sign on a Tract used for ranch identification; provided such sign shall be neat in appearance and approved by the Architectural Control Committee;
- c. one for sale sign indicating direction and ownership of the Tract for sale may be installed outside the main entrance provided such sign shall be neat in appearance and approved by the Architectural Control Committee.
- d. any other signage requests must be approved by the Architectural Control Committee prior to installation. Submissions for signs have the same requirements as submissions for other approvals as governed by Article 2.
- e. political signs that meet state and county regulations. These signs cannot be displayed for more than 30 days prior to the election and must be removed within 48 hours of conclusion of the election. Additionally, placement and display of these signs is subject to the restrictions of Section 4.30

### **Mineral Development and Mining Prohibited**

4.24. No oil or natural gas well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Tract. No oil or natural gas well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Tract, except that required for water wells suitable for non-commercial residential or ranching use. 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 Tract.

### **Rubbish, Trash, Garbage and Abandoned Vehicles**

- 4.25. No Tract shall be used or maintained as a dumping ground for rubbish or trash.
- a. All garbage and other waste shall be kept in sanitary containers which are not visible from any Roadway or other Tract. All containers and equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.
  - b. No abandoned Vehicles shall be left on a Tract(s). Any Vehicle that is not running or regularly used must be removed from the Tract or garaged so as not to be visible from a Roadway or other Tract.
  - c. Any incineration of trash, leaves, brush, or other debris, shall require prior approval by the appropriate county authority and prior notification to immediately neighboring Owners.

d. Disposal of potentially toxic or hazardous materials must conform to all Federal, State and local regulations.

c. Garbage must be properly disposed of in a sanitary landfill.

### **Sewage Disposal**

4.26. No individual sewage-disposal system shall be permitted on any Tract unless the system is designed, located, equipped and constructed in accordance with the standards, rules, regulations and recommendations of the Texas State Health Department, the Burnet County Department of Health, and any other applicable governmental laws, rules, or regulations.

### **Water Supply and Storage Tanks**

4.27. No individual water-supply system shall be permitted on any Tract unless the system is designed, located, equipped and constructed in accordance with the requirements, standards, rules, regulations and recommendations of the Texas State Health Department, the Burnet County Department of Health, and any other applicable governmental laws, rules, or regulations. Location, type, and screening of water systems and water storage tanks, pumps, pump housing and related structures shall be approved by the Architectural Control Committee before installation or use. Owners shall choose water pump and storage systems appropriate for single-family residential use and shall exercise reasonable and prudent discretion in utilization of such systems so as to aid in the conservation of the area's water resources.

### **Roadways and Driveways**

4.28. No part of the Property shall be used, sold or conveyed as a public or private road or street other than to provide ingress or egress to and from a Tract to Granite Ridge Drive or Scenic Ridge Drive, as shown on the recorded Map. All Residences shall be constructed with a private driveway of concrete, asphalt or base material at least ten (10) feet in width running from Granite Ridge Drive or Scenic Ridge Drive to the improvements. No driveway, path or roadway shall be constructed or used to access State Highway 71, from any Tract.

### **Slope Control**

4.29. No Structure, plantings, or other material shall be placed or removed, and no other activities shall be permitted to be undertaken: (i) that may damage or interfere with naturally established slope ratios, (ii) that create erosion or sliding problems, (iii) that change the direction of flow of natural drainage channels, or (iv) that obstruct or retard the flow of water through natural drainage channels, without the prior approval of the Architectural Control Committee.

### **Sight Distance at Intersections**

4.30. No Structure, fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and eight (8) feet above street level at Granite Ridge Drive or Scenic Ridge Drive shall be placed or permitted to remain on Tracts six (6) and nine (9) within twenty-five (25) feet from the intersection of the two roads. The same sight-line limitations shall apply on any Tract within ten (10) feet from the intersection of Granite Ridge Drive or Scenic Ridge Drive and the edge of a Tract driveway. 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.

### **Poles, Masts, and Antennas**

4.31. Any pole, mast, or antenna installed on any Tract, shall not exceed 25 feet above ground at point of installation or 10 feet above the highest point on the roof, unless prior approval is obtained from the ACC.

### **Animals**

4.32. Domesticated livestock, wild game and household pets may be raised, kept and bred by an Owner, on the Owner's Tract, for the use and enjoyment of the Owner, provided:

a. The keeping of animals, both wild and domestic, does not negatively impact an Owner's quiet enjoyment of their Property and the neighborhood. Additionally, the keeping of animals, both wild and domestic, shall be subject to the restrictions of Section 4.20.

b. If the animals are raised, kept, or bred for a commercial purpose, the Owner's sale of the animals will not generate an increase in the traffic in the Subdivision or allow access to the general public.

c. An Owner must not release any animal on any Property except within the confines of the Owner's fenced Tract. Exceptions can be granted by the Board of Directors with the prior approval of any possibly affected Tract Owner. Failure to properly secure any animal shall subject the Tract owner to a warning, followed by a fine of fifty (\$50) dollars per occurrence after the warning, should a fine be deemed necessary by the Board. Animals will be allowed on neighborhood roads, but only under the direct physical control of their owners and with the stipulation that Owners must immediately remove any waste created by their animal(s).

d. All care and exercise of animals must comply with the guidelines as set from time to time by the Natural Resources Conservation Service and county and state regulations.

e. Harvesting of these or any other animals or animal products on the Owners' Tract are strictly subject to the restrictions set forth in Section 4.20.

### **Fences, Walls, Hedges, and Utility Meters**

4.33.

a. All fences must be set back 50 feet from the Roads.

b. Upon approval by the ACC, a decorative, entry, livestock, or game fence, may be placed on or behind the Tract boundary line but under no circumstances shall these fences be closer than ten (10) feet from the shoulder of a road and must not obstruct sight lines required to safely transit the adjacent Road(s). See also Sections 4.17 c and 4.30 regarding setbacks and sightlines.

c. All fences placed or constructed on any part of the Property shall be of good quality and must be approved by the Architectural Control Committee prior to commencement of construction, placement or installation.

## **Trucks, Buses, and Trailers**

### **4.34.**

a. No Vehicle or trailer shall be left parked in the Road in front of any Tract, except during construction and/or repairs of the Buildings or Structures on the Tract. Such Vehicle, trailer or equipment must be parked within the immediate vicinity of such repair or construction.

b. No work truck, bus, boat, trailer, heavy equipment, or farm or ranch Vehicles shall be parked in the driveway or stored on any portion of the Tract in such manner as to be visible from the Road or any other Tract.

c. No truck, bus or any Vehicle in excess of two (2) axles may be used or stored on the Property or any Tract, except during construction and repair of Buildings, Structures or improvements, unless garaged.

d. Any Vehicle that is allowed to park, or be stored, under this Article 4.34, must be operational. See also Section 4.25 b regarding abandoned and non-operational Vehicles.

## **Hunting**

4.35. Hunting of small game, varmints, and fowl shall be permitted but only with the permission of adjacent property owners. See also Section 4.21 regarding firearms.

4.36. Firearms not fired into a berm or the ground shall be limited to shotguns. See also Section 4.21 regarding firearms.

## **ARTICLE V. *Easements***

### **Reservation of Easements**

5.01. An easement ten (10) feet in width for the installation, maintenance, repair and removal of public and/or quasi-public utilities is reserved over, under, along and across said ten (10) feet easement adjacent to each Tract boundary line which adjoins another Granite Ridge Tract.

5.02. A twenty (20) foot easement for the installation and maintenance of utilities is reserved along each Tract boundary line which adjoins land which is not a part of the Granite Ridge development, or which adjoins or abuts a Road.

5.03. No shrubbery, fence, or other obstruction shall be placed in any easement without ACC approval.

5.04. Right of use for ingress and egress shall be available at all times over any easement for purposes of installing, operating, maintaining, repairing, or removing any utility.

5.05. 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 or Structures of the Owner situated in the easement.

## **Overhead Electrical System**

5.06. An overhead electricity distribution system shall be installed to serve the Tracts.

5.07. The Owner of each Tract, at the Owner's cost, shall furnish, install and maintain (all in accordance with the requirements of local governmental authority, the electric company and the National Electrical Code) a service line and appurtenances from the meter installed on the Tract by the electric company to point of use,

5.08. The company furnishing electric service shall make the necessary connection at the Tract boundary line and at the meter.

5.09. The Owner of each Tract, at the Owner's cost, shall furnish, install and maintain a meter loop (all in accordance with then-current standards and specifications of the electric company) for the Residence, or any Building, Structure or improvement utilizing electrical service, constructed on the Tract. For as long as the electric service is maintained, the electric service to each Tract shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current.

## **ARTICLE SIX**

### ***Association and Maintenance Charge***

#### **Creation**

6.01. The Owners shall constitute the Association. Each Owner of a Tract, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Tract. Ownership of a Tract is the sole criterion for membership in the Association.

#### **Transfer of Membership**

6.02. Association membership is transferred to a Grantee upon conveyance of a Tract in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

#### **Management of the Association**

6.03. The Association is incorporated as a non-profit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Articles of Incorporation and Bylaws, and subject to this Declaration.

#### **Membership Voting, Elections, and Meetings**

6.04. Voting, under this Article VI, shall be subject to the direction of Section 1.26 (b), wherein each Owner (or Owners) shall be entitled to one vote for each acre owned (rounded off to the nearest whole number of acres). There shall be at least one meeting of the membership each year that will be held on the 2<sup>nd</sup> Sunday in January. At that meeting, the Owners shall elect a Board consisting of not less than three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.



## **Duties and Powers of the Board**

6.05. The Board shall have the following powers and duties:

- a. To adopt Rules and Regulations and guidelines to implement this Declaration and the Association's Bylaws.
- b. To enforce this Declaration, the Bylaws, its Rules and Regulations and guidelines.
- c. To elect officers of the Board.
- d. To delegate its powers to committees, officers, or employees.
- e. To cause to be prepared a balance sheet and operating expense statement for the Association and deliver a report to the membership at its annual meeting.
- f. To establish and collect regular Assessments, to defray expenses attributable to the Association's duties, that are levied against each Owner.
- g. To establish and collect special Assessments for capital improvements or other purposes.
- h. To file liens against Owners because of nonpayment of Assessments duly levied and to foreclose those liens.
- i. To receive complaints regarding violations of this Declaration, the Bylaws, or the Rules and Regulations.
- j. To hold hearings to determine whether to discipline Owners who violate this Declaration, the Bylaws, or the Rules and Regulations.
- k. To give reasonable Notice to all Owners of all annual meetings of the membership and all discipline hearings.
- l. To manage and maintain all of the Common Area and Common Area Roads in a state of high quality and in good repair.
- m. To pay taxes and assessments that are or could become a lien on the Common Area.
- n. To pay the costs of any liability insurance on the Common Area and any liability insurance for the members of the Board.
- o. To pay any professional fees incurred by the Association, including legal, accounting, and consulting fees.
- p. To pay office, communication, and other reasonable and customary expenses incurred by the Association in the discharge of its duties.
- q. To take all other actions as set forth in the Bylaws.

## **Annual Maintenance Assessment ("Assessment")**

6.06. Determination.

- a. The purpose of the Assessment is to fund both capital and maintenance

needs of the POA. Each Owner is responsible to pay for the Assessment in an amount and on the date, as determined herein. Payments by Owners of their Assessment will be divided into two accounts: capital improvements and annual maintenance (the "Fund"). Allocation of the Assessment, between the two accounts in the Fund, will be at the discretion of the Board.

b. In accordance with Section 1.29 b, the amount of the Assessment shall be an amount fixed by a vote of the Association, it being intended that the Association will fix the Assessment at an amount estimated in good faith to approximate the costs and expenditures required for capital improvements and annual maintenance requirements of the POA. Such Assessment shall be set at a minimum of fifteen dollars (\$15.00) per acre of each Tract owned in the Granite Ridge Subdivision.

c. All Assessments shall be paid by the respective Tract Owners annually, on or before March 1. If a Tract becomes subject to an Assessment on a date other than March due to transfer of a Tract, the Owner shall pay that pro-rata part of the Assessment in advance.

d. The Assessment shall be adjusted at the beginning of each calendar year, with such adjustment to apply to the current calendar year period. An increase in the annual Assessment of more than 10% will require approval by sixty-seven (67) percent of the Owners based upon 1 vote per Tract not the number of acres owned.

#### **Creation of Lien and Personal Obligations for Assessments**

6.07. Lien. Each Owner (by acceptance of a deed or any portion of the Property whether or not it shall be so expressed in any such deed, conveyance instrument or other document), hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association Assessments, Late Fees, Penalties or charges. The Assessments, Late Fees and any Penalties assessed, and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Tract against which each such Assessment is made, Late Fee or Penalty applied. Each such Assessment, Late Fee or Penalty, and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person or entity who was the Owner of the Tract at the time the Assessment, Late Fee or Penalty became due. Such Assessment, Late Fee or Penalty shall be a covenant running with the land and to secure the payment thereof, a lien is hereby retained upon the Tract subject to the Assessment, Late Fee or Penalty. The Association will collect all such Penalties, Late Fees and Assessments and will administer the Fund created thereby in order that uniformity and continuity will be maintained and preserved.

#### **Past Due Assessments**

6.08. Determination. A past due Assessment shall be any Assessment or part thereof not paid by March 1, of the year in which the assessment is assessed ("Past Due Assessment"). If the Past Due Assessment is not paid by April 1, of the year in which the assessment is assessed, the Owner shall be fined \$500 ("Late Fee"). If failure to pay the Past Due Assessment continues until the due date of the next annual Assessment, a new Late Fee in the amount of \$500 will added to the previous outstanding Late Fee. i.e. Yr. 1 Late Fee \$500, plus Yr. 2 Late Fee totaling \$1,000. For the avoidance of doubt, Late Fees are cumulative, such that an Owner, 2 years in arrears on

payment of Assessments, will have accrued \$1,500 in Late Fees. A Late Fee of \$500 will be added for every year the Assessment becomes Past Due. The Association may, at its election, bring an action at law against the Owner, personally obligated to pay the Assessment, in order to enforce payment of the Past Due Assessments and/or to foreclose the lien against the Tract subject thereto, and there shall be added to the amount of such Past Due Assessment the costs of preparing and filing the complaint and, in the event a judgment is obtained, such judgment shall include the Late Fees on the Past Due Assessment, as provided herein, all Penalties and reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

## **ARTICLE SEVEN**

### ***General Provisions***

#### **Enforcement**

7.01. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. 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.

#### **Severability**

7.02. 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.

#### **Covenants Running With the Land**

7.03. 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 Tract, and each Tract Owner.

#### **Duration and Amendment**

7.04. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (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 at least sixty-seven (67) percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by at least sixty-seven (67) percent of the Owners, unless permitted as explained in Section 7.07 hereinafter. Neither any amendment nor any termination shall be effective until recorded in the appropriate Official Public Records of Burnet County, Texas, and all requisite governmental approvals, if any, have been obtained.

#### **Attorneys' Fees**

7.05. 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, attorneys' fees, and costs.

### **Liberal Interpretation**

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

### **Association Right to Amend**

7.07. Notwithstanding anything contained herein, the Board of Directors shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owners of Tracts, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, compliance with law, or removing any contradiction in the terms hereof.

### **Incorporation of Plat**

7.08. The Subdivision plat of Granite Ridge dedicates for use as limitations set forth therein, certain street and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, reservations and restrictions shown on the Subdivision plat, to the extent they apply to the Property, are incorporated herein and made apart hereof as if fully set forth herein, and shall be construed as being adopted in each contract and deed conveying each Tract within the Property.

### **Singular Includes Plural**

7.09. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each included the masculine, feminine, and neuter.

### **Caption**

7.10. All captions and titles used in this First Amended Declaration are intended solely for the convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, the undersigned, being the President of the Association, has hereunto set its hand and seal this 27 day of January 2018, at Burnet County Texas.

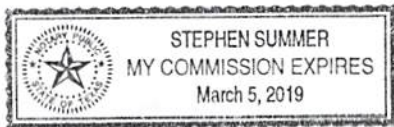
**Spicewood Granite Ridge Owners Association, Inc.**

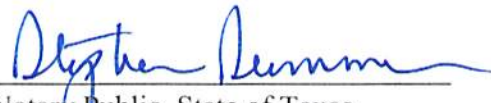
A Texas non-profit corporation

By: Don Bliss  
Don Bliss, President

STATE OF TEXAS  
COUNTY OF BURNET

This instrument was acknowledged before me this 22 day of January 2018, by DON BLISS, President of Spicewood Granite Ridge Owners Association, Inc., a Texas non-profit corporation, on behalf of such corporation.



  
Notary Public, State of Texas



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Janet Parker, County Clerk

Burnet County Texas

1/22/2018 3:28:15 PM

FEE: \$96.00

201800610

AMD