



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Lively Stone

This Declaration of Covenants, Conditions, and Restrictions is made on this the day by Lively Stone Investments, LLC., ("Declarant"), whose mailing address is P.O. Box 1249 San Marcos, Texas 78667.

Recitals

1. Declarant is the owner of all that certain real property ("the property") located in Caldwell County, Texas described as follows:

Lively Stone, a subdivision in Caldwell County, Texas, recorded in Caldwell County Plat Records in Cabinet D, slide 200, Instrument number 2024 - 004006

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general plan development.

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

Article 1
Definitions

1-1 "Association" will mean Lively Stone Homeowners Association, Inc., a Texas nonprofit corporation established or to be established for the purposes set forth herein.

1-2 "Common Areas" will mean that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances for the common use and benefit of the Owners. The Common Areas consist solely of street lights and common areas at this time.

1-3 "Developer" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

1-4. "Lot" means the subdivided Lots within the Property identified above, as fully described in the attached "Exhibit A".

1-5 "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1-6 "**Main Road**" means any county, state or otherwise publicly maintained road

1-7 "**Manufactured Home**" also known as modular, prefab, manufactured, mobile or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

Article 2 Architectural Control

2-1 **Architectural Review Committee.** Developer shall designate and appoint an Architectural Review Committee ("ARC") consisting of not less than two qualified persons, which shall serve at the pleasure of the Developer. The initial committee members shall be Zach Potts, Tyler Buchanan and Tyler Williams . In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor.

2-2 **Approval of Plans and Specifications.** The Architectural Review Committee must review and approve in writing all of the following projects on the Property:

(a) Construction of any building, fence, wall, or other structure.

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

2-3 **Written request for Approval.** To obtain approval to do any of the work described in Paragraph 2-2, an Owner must submit written request to the Architectural Review Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work. **All requests must be mailed to P.O. Box 1249 San Marcos, TX 78667 or emailed to arcsubmittal@gmail.com**

2-4 **Standard for Review.** The Architectural Review Committee shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Article 3 Exterior Maintenance

3-1 **Exterior Maintenance.** If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Review Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, the exterior of any buildings and other improvements located on the Lot at expense of the Owner.

Article 4
Use Restrictions and Architectural Standards

4-1 Residential, Light Commercial and/or Agricultural Use Only. All Lots shall be used for residential purposes, light commercial and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions. Air B&B, short term rentals, and other similar course activities are allowed.

4-2 Type of Buildings Permitted. All buildings must be approved by the ARC prior to placement on each Lot. **Only one (1) dwelling is permitted per Lot.** However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

4-3 Temporary Residences During Construction. Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months. Said residences may be granted additional six (6) month extensions if the ARC deems that the residence is neat in appearance and the property is well maintained. Permission may be revoked at any time as deemed necessary by the ARC.

4-4 Design, Minimum Floor Area, and Exterior Walls. Any residence constructed on a Lot must have a ground floor area of not less than 800 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters) except for approved "Tiny Houses" which comply with these restrictions in every way except the minimum floor area. "Tiny Houses" which are less than 800 square feet in ground area, of the same structural integrity of a site-built, larger home, are generally allowed and may be approved on a strict, case-by-case basis by the ARC. "Tiny Houses" may not exceed a length to width ratio greater than 3 to 1. "Tiny Houses" must have fiber cement or similar exterior siding material. All exterior colors, textures, and materials must have an architectural style which is approved by the ARC. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has an architectural style which is approved by the ARC. All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot. All outbuildings, guest houses, porches, platforms, decks, stairways and garages must be architecturally compatible to the home.

4-5 Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:

- a. Twenty (20) feet to the Lot line along the Main Road
- b. Ten (10) feet to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the ARC on a case-by-case basis. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

4-6 Resubdivision or Consolidation. No Lot shall be resubdivided or split.

4-7 Driveways. All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the County Road & Bridge Department or TXDOT for connecting a driveway with the Main Road. Location of culverts and entrances must be approved by the ARC. The ARC has the right to remove any culvert or entry not approved.

4-8 Water Flow. To protect the natural drainage patterns and prevent the flooding of adjacent properties, property owners are strictly prohibited from taking any action that would impede or obstruct the natural flow of water onto adjacent properties. Such actions include, but are not limited to, the construction of structures or barriers, the alteration of natural waterways or drainage systems, and the placement of any objects that would hinder the free flow of water. In case of a violation, the Developer reserves the right, through its authorized agents and employees, to enter the affected property in order to repair, maintain, and restore the natural drainage patterns of the area. The property owner shall bear the cost of such repairs, and the Developer may take any legal action available to it to enforce this restriction and recover any costs incurred.

4-9 On-Site Sewage Facility. Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County & City's Health District. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. The OSSF will be considered in violation of these restrictions if it does not have the proper permits, approval, inspection, and/or if the OSSF emits foul or noxious odors.

4-10 Obnoxious or Offensive Activities Prohibited. No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

4-11 Prohibited Residential Uses. Any structure not approved for residential use by the Architectural Review Committee, including but not limited to trailers, single-wide Manufactured Homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessor structures, shall not be used on any Lot at any time as a residence, either temporarily or permanently.

4-12 Fence. No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. The ARC must approve fences as provided in Article 2. No construction of the fence may begin until the specifications and a site plan showing the location of the fence have been submitted to and approved, in writing, by the ARC. Any fence installed, regardless of height or length, without the prior approval of the ARC and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.

4-13 Surface Mining and Natural Resources. It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the lot wherein the well is located. Groundwater may only be used for private domestic use. No private water source may

be connected to a public water source. Marketable timber, including firewood, shall not be sold without express prior written permission from the ARC; however, owners may dispose of timber for building sites and gardens, but must leave ample trees for shade over Lot.

4-14 Rubbish, Trash, and Garbage. No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view. If a violation occurs, the ARC will notify the Lot owner about removal. If the rubbish, trash, or garbage is not removed, the ARC will enter the property and clean it up at the expense of the Lot owner.

4-15 Animals. The raising or keeping of hogs on any part of the Subdivision is strictly prohibited. No pets shall be kept, bred or maintained for any commercial purposes.

(a) The raising of livestock shall be allowed, but shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;
- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit; and
- viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.
- ix. five (5) chickens in addition to one (1) of the aforementioned animal units.

(b) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to 4.14 (a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(c) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(d) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting onto the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

(e) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

4-16 Vehicles/Trailers. No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on any Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the Subdivision for more than seven (7) days. No motor vehicle, which is not in operating condition or not bearing current license plate and registration, shall be placed or permitted to remain on the Main Road or on any portion of any Lot. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any RVs, Boats, travel trailers or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) shall be parked a minimum of fifty feet (50') from any Lot boundary line. No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted.

4-17 Manufactured Homes. Any Manufactured Homes must be approved in writing by the ARC prior to placement. Additionally, Manufactured Homes which exceed five (5) years in age must be structurally and cosmetically remodeled to appear like-new, as determined by the ARC on a case-by-case basis. All remodeling must be completed before the home is placed on the property. Manufactured Homes shall be underpinned and skirted using hardy board or masonry within 60 days from the date placed on property. In addition, landscaping must be installed within 60 days from date placed on the property with a professional quality appearance. The restrictions on manufactured home placement apply to both the original and any subsequently installed homes.

Article 5 Easements

5-1 Reservation of Easements. Easements for installation and maintenance of utilities, including electric provider, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

(a) Easements are defined as:

1. Twenty foot (20') wide area on the sides of each Lot that share a common boundary line with a Main Road; and
2. Ten foot (10') wide area on the sides of each Lot that share a common boundary line with another Lot.
3. Ten foot (10') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.

Article 6 Homeowners Association

6-1 Membership. The Declarant and every Owner of a Lot by virtue of ownership of such Lot will be a member of the Association. Membership will be appurtenant to and will not be separated from ownership of any Lot. There will be 2 classes of membership: Class A and Class B, being more particularly described in Section 2.7.

6-2 Funding. Subject to the terms of this Article, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it will be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) regular

assessments or charges, and (b) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the covenants contained herein. The regular and special assessments, together with late fees, interest, costs, and reasonable attorneys' fees, will be a charge on each Lot and will be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, will also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and subsequent Owners of the Lot. The Declarant shall have no obligation to pay any assessments on Lots owned by Declarant except for the \$1.00 per Lot per year charge set forth in 6-2 (a) below, and no other assessments shall accrue on any such Lots during the term of Declarant's ownership, unless herein specifically stated.

6-3 Regular Assessment or Charge.

- (a) **Regular Assessment Rate.** Subject to the terms of this Article, each Lot is hereby subject to an initial regular assessment charge as provided in this 6-3. The regular assessment charge shall be fixed at a uniform rate for all Lots except that a Lot owned by Declarant shall be assessed at \$1.00 per Lot per year. The rate at which each Lot will be assessed, and whether such assessment will be payable monthly, quarterly or annually, will be determined by the Board of Directors of the Association (the "**Board of Directors**"), at least 30 days in advance of each assessment period. Said rate may be adjusted as provided by the Board of Directors, subject to the provisions herein and in the By-laws. The initial regular assessment is \$ 5.00 per month per Lot, payable yearly in advance on the first business day of each year.
- (b) **Declarant's Subsidy/Full Assessment Obligation.** While Declarant is only required to pay a reduced assessment rate, Declarant may, but is not obligated to fund any insufficiency in the annual assessment fund. If Declarant funds any such shortfall, the Association is hereby authorized and directed to repay Declarant for the sums so advanced.
- (c) **Increases in Regular Assessments.** From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member, the maximum regular assessment shall be increased each year 10% above the maximum assessment for the previous year without a vote of the membership. This increase in the maximum assessment does not mean that the Board will or has to increase the assessment to the maximum level when it sets the regular assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member the maximum regular assessment may be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting.
- the first Lot to a Class A member the maximum regular assessment may be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than 10 days nor more than 50 days in advance of the meeting setting forth the purpose of the meeting.
- (d) **Certificate of Assessment Status.** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether or not the assessment has been paid for the assessment period.

(e) **Purposes of Assessment Fund.** The Association will establish an assessment fund composed of regular assessments and will use the proceeds of such fund in providing for normal, recurring expenses related to the Common Areas, including street light operating, maintenance and repair costs and expenses, or that are set forth in the Association's budget. Uses may include payment of all reasonable and necessary expenses in connection with the collection and administration of the regular assessment; it being understood that the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance will be final and conclusive so long as such judgment is exercised in good faith. The Association may, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas. The fund will be established and maintained out of regular assessments.

ent of improvements to the Common Areas. The fund will be established and maintained out of regular assessments.

(f) **Late Fee.** If any assessment is not paid when due, the Association may charge a late fee for each month delinquency of such fee. The fee shall be in such amount as the Association shall determine from time to time. The initial late fee shall be \$5.00 per month.

6-4 Non-payment of Assessments; Remedies of the Association. Any assessment not paid within 10 days after the due date will bear interest from the due date at the highest rate of interest allowed by Texas law, as amended from time to time. The Association will have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolutions, and the Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

erwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

6-5 Subordinated Lien to Secure Payment. To secure the payment of any assessment established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted, and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such Lot. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure will extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer will relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association will have the right to file notices of liens in favor of such Association in the Real Property Records.

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6-6 Voting Rights. The Association will have two classes of voting membership:

(a) **Class A.** Class A members will be all Owners, with the exception of Declarant, and will be entitled to 1 vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons will be members, but the vote for such Lot will be exercised as they among themselves determine, and in no event will more than 1 vote be cast with respect to any Lot.

(b) **Class B.** The Class B members will be the Declarant and will be entitled to 3 votes for each Lot that Declarant owns.

(c) **Suspension.** All voting rights of an Owner will be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the By-laws or rules and regulations of the Association.

(d) **Sections.** In determining the votes of Declarant, until the final platting of the final section within the subdivision and joinder of those lots herein, the number of lots proposed by Declarant in each section which Declarant may join in these Restrictions shall be deemed the number of lots so proposed by Declarant, and thereafter shall be deemed to be the actual number of Lots platted and joined herein.

6-7 Guidelines. There is hereby adopted the following guidelines to establish an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association:

(a) The minimum term for a payment plan offered by the Association shall be three months, provided upon proof of financial hardship, such term may be extended to six months. A payment plan will provide for simple interest not to exceed ten percent per annum. If the plan is required to be managed by a third party management company, unless prohibited by law, a charge may be made by the Association to monitor the plan and payments.

(b) The Owner must make written application to the Association requesting a payment plan within thirty (30) days from the date the payment is due for the payment for which a payment plan is requested.

(c) Requests for a payment plan for any payment which has not been previously subject to a payment plan shall be granted if the request is a first time request for that Owner. Requests for a payment plan for any payment which has previously been subject to a payment plan may be granted if the Association finds that a financial hardship exists. Requests for a payment plan for any payment by an Owner for a second or additional payment plan for that Owner may be granted if the Association finds that a financial hardship exists.

1 hardship exists.

(d) The Owner requesting a payment plan shall provide such information as the Association shall reasonably request.

(e) The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two years following the owner's default under the previous

payment plan.

(f) No monetary penalties shall accrue during the period an Owner is complying with a payment plan granted under this provision. For purposes of this provision, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

Except as provided by below, a payment received by the Association from an Owner shall be applied to the Owner's debt in the following order of priority: (1) any delinquent assessment; (2) any current assessment; (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any attorney's fees incurred by the Association that are not subject to (3) above; (5) any fines assessed by the Association; and (6) any other amount owed to the Association. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association: (1) the Association is not required to apply the payment in the order of priority specified ABOVE; and (2) in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

by the Association; and (6) any other amount owed to the Association. If, at the time the Association receives a payment from an Owner, the Owner is in default under a payment plan entered into with the Association: (1) the Association is not required to apply the payment in the order of priority specified ABOVE; and (2) in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.

6-8 Prerequisites To Foreclosure: Notice And Opportunity To Cure For Certain Other Lienholders. (a) Unless authorized or allowed by law, the Association may not foreclose an assessment lien on real property by giving notice of sale under Section 51.002 or commencing a judicial foreclosure action unless the Association has: (1) provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the association's lien and is evidenced by a deed of trust; and (2) provided the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice. Notice under this section must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the property that is subject to the Association assessment lien.

ipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice. Notice under this section must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the property that is subject to the Association assessment lien.

6-9 Judicial Requirements. As and to the extent required by Subsection 209.009 of the Texas Property Code (a) except as provided and subject to Section 209.009, the Association may not foreclose an assessment lien unless the Association first obtains a court order in an application for expedited foreclosure under the rules adopted by the Supreme Court under Subsection (b) of Section 209.009 of the Texas Property Code. The Association may use the procedure described under the Texas Property Code to foreclose any lien described by the Association's dedicatory instruments. Expedited foreclosure is not required under this section if the owner of the property that is subject to foreclosure agrees in writing at the time the foreclosure is sought to waive expedited foreclosure under this section. A waiver under this subsection may not be required as a condition of the transfer of title to real property. the Association's dedicatory instruments. Expedited foreclosure is not required under this section if the owner of the property that is subject to foreclosure agrees in writing at the time the foreclosure is sought to waive expedited foreclosure under this section. A waiver under this subsection may not be

required as a condition of the transfer of title to real property.

6-10 Removal Or Adoption Of Foreclosure Authority. A provision granting a right to foreclose a lien on real property for unpaid amounts due to the Association may be removed by a vote of at least 67 percent of the total votes allocated to property owners in the property owners' association. Owners holding at least 10 percent of all voting interests in the Association may petition the Association and require a special meeting to be called for the purposes of taking a vote for the purposes of this section.

6-11 Assessment Lien Filing. A lien, lien affidavit, or other instrument evidencing the nonpayment of assessments or other charges owed to a property owners' association and filed in the *official public records of a county is a legal instrument affecting title to real property.*

6-12 Owner Rights. The enforcement of the provisions of this Agreement are subject to the terms and requirements set forth in the Texas Residential Property Owner's Protection Act under Chapter 209 of the Texas Property Code (the "POTA"). The POTA is hereby incorporated into this Declaration by reference.

6-13 Purpose of Regular Assessment Fund. To the fullest extent allowed by law, Declarant shall appoint all members of the Board of Directors of the Association until such time as all Lots have been sold. The initial Board directors are _____

The Board of Directors, for the benefit of the Owners, will provide and will pay for out of the regular assessment fund any materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion will be necessary or proper for the enforcement of this Declaration.

is Declaration.

6-14 Powers and Duties of the Board of Directors. The Board of Directors, for the benefit of the Owners, will have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the By-laws of the Association: **(a)** To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners. **(b)** To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board of Directors sees fit. **(c)** To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary for or incidental to the operation and management of the Association. **(d)** To protect or defend the Common Areas (if desired by the Board) from loss or damage by suit or otherwise, and to provide adequate reserves for replacements. **(e)** To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected. **(f)** To make available for inspection by Owners within 90 days after the end of each fiscal year an annual report, and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals. **(g)** To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency. **(h)** To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules. **(i)** To collect all assessments and enforce all penalties for non-payment, including the filing of liens and institution of legal proceedings.

6-15 Operating/Maintenance Contracts. The Board of Directors, on behalf of the Association, will have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association. Without limiting the foregoing, the Board shall have the authority to hire a management company or entity to undertake and oversee the management of the Association and Common Areas and the collection, imposition and use of all assessments and fees; and the Board shall have the right to grant such entity such management, operational, collection and enforcement rights and duties as the Board shall desire. all have the authority to hire a management company or entity to undertake and oversee the management of the Association and Common Areas and the collection, imposition and use of all assessments and fees; and the Board shall have the right to grant such entity such management, operational, collection and enforcement rights and duties as the Board shall desire.

Article 7 General Provisions

7-1 Enforcement. The Developer, the ARC, 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. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

7-2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7-3 Covenants Running with the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

7-4 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years subject to termination by an instrument signed by more than 75 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Lot Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the real property records of Caldwell County, Texas, and all requisite governmental approvals, if any, have been obtained.

7-5 **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

7-6 **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 15 day of May 2024

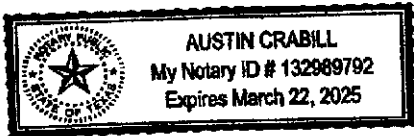
Zach Potts

By: Zachary Potts, President of Chanan Corp.,
General Partner of Amplify Ranch Investments,
LTD., Authorized Member of Lively Stone
Investments, LLC

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Hays)

This instrument was acknowledged before me on the 15 day of May, 2024 by Zachary Potts, an individual known to me, in the recited capacity for Zachary Potts, President of Chanan Corp., General Partner of Amplify Ranch Investments, LTD., Authorized Member of Lively Stone Investments, LLC



Austin Crabill
Notary Public

After Recording, Return To:
Lively Stone Investments, LLC.
P.O. Box 1249
San Marcos, Texas 78667

FILED AND RECORDED

Instrument Number: 2024-004008 RESTRICTIONS AND COVENANTS

Filing and Recording Date: 05/20/2024 03:35:46 PM Pages: 14 Recording Fee: \$73.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.