

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE RANCHES AT STAPP CREEK
Williamson County, Texas

ORIGINAL FILED
BUT NOT COMPARED
MAY 05 2015
Dancy E. Rater
County Clerk, Williamson Co., TX

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Covenants, Conditions and Restrictions for the Ranches at Stapp Creek, sometimes referred to herein as "restrictions" or as "CCRs", is made by ELR Land Investments LLC, a Texas limited liability company ("Declarant"), on the date signed below.

PROPERTY SUBJECT TO DOCUMENT

Declarant owns the real property described in Exhibit A of this Declaration, together with the improvements thereon.

Declarant declares that the property described in Exhibit A will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered subject to the terms, covenants, conditions, restrictions and easements of this Declaration, which run with the real property and bind all parties having or acquiring any right, title or interest in any part of the property, their heirs, successors and assigns, and inure to the benefit of each Owner of any part of the property.

ATTACHMENTS:

EXHIBIT A – Description of Real Property

ARTICLE 1 - DEFINITIONS

The following words and phrases, whether or not capitalized, have specified meanings when used in the Governing Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

- 1.01 "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied.
- 1.02 "**ACC**" means Architectural Control Committee.
- 1.03 "**Guidelines**" mean the written guidelines of the ACC adopted from time to time by the ACC in accordance with the Governing Documents or applicable laws.
- 1.04 "**County**" means Williamson County, Texas.
- 1.05 "**Declarant**" means ELR Land Investments LLC, a Texas limited liability company, which is subdividing the Property, or the successors and assigns of ELR Land Investments LLC.
- 1.06 "**Declaration**" means this document, as it may be amended from time to time.

1.07 **"Governing Documents"** means, singly or collectively as the case may be, each governing instrument covering the establishment, maintenance, and operation of the Ranches at Stapp Creek. The term includes this Declaration, the Plat, and any Guidelines which may be adopted.

1.08 **"Lot"** means a portion of the Property for which independent ownership has been established by a deed from Declarant. Each separate portion of the Property conveyed by Declarant shall be a Lot.

1.09 **"Majority"** means more than half. A reference to "a majority of Owners" in any Governing Document or applicable law means "Owners of at least a majority of the Lots", unless a different meaning is specified.

1.10 **"Owner"** means a holder of recorded fee simple title to a Lot.

1.11 **"Property"** means all the land subject to this Declaration and all improvements, easements, rights and appurtenances to the land that is described in Exhibit A to this Declaration.

1.12 **"Resident"** means an occupant of a dwelling, regardless of whether the person owns the Lot.

ARTICLE 2 – PROPERTY

2.1 PLAT of The Ranches at Stapp Creek. The property described in Exhibit A , may be subdivided into two (2) or more lots, but not more than nine (9) Lots with said subdivision to be known as "The Ranches at Stapp Creek". Declarant may at any time, and without the consent of any Owner or other person, modify the lot plan for any of the Property still owned by Declarant. This right to modify includes changing the quantity, size, dimensions and configurations of the Lots, provided that no one lot may be created that is smaller than ten (10) acres. Each lot shall be surveyed according to the then current plan of Declarant and conveyed to buyer subject to these restrictions

2.2 Adjacent Land Use. Declarant makes no representation of any kind as to current or future uses - actual or permitted - of any land that is adjacent to or near the property described in Exhibit A regardless of what the Plat or other materials may show as potential uses of adjoining land. Declarant owns approximately 29.11 acres which adjoins the property subject these CCRs but such 29.11 acres is not subject to these CCRs and is specifically excluded from these CCRs.

2.3 Additional Property. Additional real property may be annexed to the Property and subjected to this Declaration on approval of Owners representing at least 67% of the Lots in the Property, or by Declarant if Declarant is the controlling member of the ACC. Annexation of additional property is accomplished by recording a declaration of annexation, including an amendment of Exhibit A, in the Real Property Records of the County.

2.4 SUBDIVIDING OF LOT: Once a Lot has been sold by Declarant, the lot shall not be further divided, subdivided or sold in any manner that creates two or more parcels from the original lot as it was conveyed by Declarant. One or more separately described tracts of land conveyed by Declarant to one buyer shall each be a "Lot" whether conveyed in one or more deeds.

2.5 EASEMENTS Each lot shall be subject to a 10' general utility easement along each Property line except that there shall be a 15' public utility easement along each public road. In the event that the public road is widened, the 15' public utility easement shall be relocated to 15' along the widened roadway. Such easement may be used by the Declarant or his assigns, by public utility providers and by local or state governmental utility providers for the installation and maintenance of utility lines and structures. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all restrictions, easements, licenses, leases and encumbrances of record, each of which is incorporated herein by reference

ARTICLE 3 - CONSTRUCTION AND IMPROVEMENTS

3.01 DECLARANT'S VISION

Declarant envisions that the Ranches at Stapp Creek will be an attractive residential ranch and farm community. The covenants are intended to promote each owners enjoyable use of their personal home while also promoting the enjoyable use of the property for small farm or ranch operations. Effort has been made to allow flexibility for these varying uses while also providing protections that promote the attractiveness and enjoyment of the same. From time to time throughout this Declaration there will be comments that further define the Declarants vision.

3.02 USAGE: Except as expressly provided in this Declaration to the contrary, each Lot will be used primarily for residential, farming and ranching purposes. Owner is not required to build a residence on the Lot provided however that Owner must maintain the Lot in an attractive manner and limit its primary usage to farming or ranching operations according to the provisions of this Declaration.

3.03 BUILDING SET-BACKS

No building may be placed within 200' of a public roadway, or within 25' of the side property lines or within 25' of the rear property line. All barns, storage buildings and other structures must be located beside or behind the primary residential dwelling.

3.04 RESIDENTIAL DWELLINGS

DECLARANT'S VISION. Declarant strongly recommends that Owners choose architecture and design that incorporates the beauty and practicality of "classic" Texas Hill Country living. Declarant encourages the construction of "wide-bodied" or sprawling home floor plans in keeping with the scale of the oversized home sites. Compact, multi-story, narrow floor plans found in dense neighborhoods are discouraged. Homes should be placed in harmony with the topography and not arbitrarily sited at the front setback. Driveway approaches should be long and winding. Declarant envisions buildings including masonry of Austin limestone, beige brick, or stucco in an earth-tone shade. Exterior colors of paint and stain for stucco and wood trim are natural earth-tone colors. "Earth-Tone" colors are non-reflective rust, beige, gray, dark green, tan, brown, taupe, and other more neutral background colors; however, darker colors, and other deep tones may be used with ACC approval. . Barns and Barndominiums may be painted the typical red color of barns. The ACC may issue guidelines which further define or modify the acceptable colors and building materials.

3.04 A NUMBER OF DWELLINGS: Owner may construct one primary single family dwelling and one secondary single family dwelling on the Lot, but no more than two single family dwellings may be constructed on the lot and no more than two single families are allowed to reside on the Lot. The two residences may not be the same in size or appearance, neither shall they be located side by side, rather that the primary residence must be the dominate and more architecturally featured, whereas the secondary residence should be smaller and located a minimum of twenty five feet (25') behind the plane of the back exterior wall of the primary residence. It is the Declarant's intent that the smaller secondary residence be used as a guest quarters, mother-in-law quarters, servant's quarters or similar type usage. While two residential dwellings are allowed, the dwellings shall not be sold separately and may only be sold together as a single lot.

3.04 B DESIGN TYPE. Residential Dwellings must be designed as a "traditional" hill country ranch style home or as a "barndominium".

3.04 C CONSTRUCTION AND MATERIALS

All buildings constructed shall be of quality construction and shall be constructed of approved building materials. "Quality construction" relates to construction performed by a trained, qualified builder with previous new home construction experience.

Approved building materials for exterior walls of residential buildings include only brick, stone, stucco, wood, wood siding, or a cementitious-fiber planking product (not panels) like "Hardi-Plank". These building materials must be specifically identified on the plan submittal and dimensions noted. For purposes of this declaration, only brick, stone, and stucco are considered "masonry". Metal siding may not be used on a residential dwelling.

Approved building materials for roofs of residential buildings are slate, Galvalume standing seam metal, tile, dimensional composite shingles or built-up flat roofs. Composite shingles, must have a minimum manufacturer's warranty rating of twenty-five (25) years and constructed of Architectural Dimension Shingle (mid-weight), and with the approximate color of either muted brown, weathered wood or gray. Shingles in shades of red or blue are prohibited. All roof stacks and flashings must be painted to match the roof color.

Any residential building must be constructed on a concrete slab.

3.04 D TRADITIONAL DESIGN

3.04 D (1) Primary residence, if a single story, the structure must include a minimum of 1800 sf of heated and cooled area; if a two story structure, it must contain a minimum of 2100 sf heated and cooled area, and further provided that no more than 40% of the potentially habitable space (whether heated/cooled, finished, or not) shall be located on the second floor. Two story homes may not have more than 40% of the exterior wall surface area such that the first and second story walls form a single plane two stories in height.

Primary residence must include an attached or detached garage for a minimum of 2 cars but no more than 4 cars. If detached, the garage cannot have a roof line that is higher than the primary residential structure and the garage must be constructed using the same exterior design and materials as the primary residence

3.04 D (2) Secondary residence shall not contain a heated and cooled area that is greater than seventy percent (70%) of the heated and cooled area of the primary residence. Except as noted under barndominiums, the secondary residence can only be constructed concurrently with or after the primary residence is built. The Secondary residence cannot have a roof line that is higher or taller than primary residence.

3.04 D 3) The minimum roof pitch for the primary or secondary residence, or detached garage shall be five (5) feet by twelve (12) feet and as a minimum. Fifty percent (50%) of the first floor exterior walls on the front and sides must include masonry.

3.04 E BARNDOMINIUM DESIGN

DECLARANT'S VISION. Barndominiums are a fairly new concept in construction that combine residential living quarters for a single family with a large structure such as a barn. Considering the increased interest in this type of construction developer has determined that barndominiums may be constructed on these properties subject to the concepts and criteria provided herein. Any Barndominium structure that includes living quarters must also include some of the attractive exterior features that of a "traditional" hill country style home as described above.

3.04 E (1) "Barndominium" for purposes of this Declaration shall apply to any permanent structure such as a barn, shop, garage, or other building, that also includes within the structure "living quarters" for a single family.

3.04 E (2) "Living Quarters" for the purposes of this Declaration shall be defined as including a kitchen, bathroom and bedroom.

3.04 E (3) Any Barndominium constructed must be either the primary or secondary single family residence, or both, but under no circumstances shall more than any two structures that include residential living quarters be constructed on the Lot.

3.04 E (4) If a Barndominium is the primary residence, the structure must have a minimum of 2200 square feet including a minimum heated and cooled area for the living quarters of 1800 square feet. If it is constructed as the secondary residence it shall not contain a heated and cooled area that is greater than seventy percent (70%) of the heated and cooled area of the primary residence.

3.04 E (5) Construction of "Living Quarters" inside a shop, building or other structure that does not include the exterior features as described herein for a Barndominium is strictly prohibited.

3.04 E (6) DESIGN FEATURES A Barndominium must include exterior barn features such as large barn doors and covered feeding areas. Specifically the structure must also include the following exterior features of a traditional ranch style home: residential windows, residential doors, covered porch and multiple roof planes. Dormers are strongly recommended but are optional.

3.04 E (7) ROOF. The roof must have a minimum pitch of 5/12 and the roof must overhang and extend past the exterior walls a minimum of fourteen (14") inches on all sides visible from public view. Acceptable roof materials are listed above.

3.04 E (8) SIDING Acceptable siding materials are listed above, provided that as a minimum, thirty percent (30%) of the first floor exterior walls on the front and sides must include masonry unless otherwise approved by ACC which shall have the latitude to reduce or remove the masonry requirement for large structures or for appealing Barndominium designs constructed with 100% cedar or similar wood. Metal siding may be used only if specifically approved by the ACC, which shall have the right to place strict limitations on the location, type, shape and design of the metal. Any metal siding must be shaped with ribs on 8"-12" center, the metal roof and metal walls must be painted contrasting colors, the metal siding on walls must be placed so the ribs are vertical. Window and doors must include a minimum 3" wide trim piece of a contrasting color. The intent of this provision is to allow metal siding when used in a manner that has the general appearance of a residential home with painted wood siding and to prohibit metal siding from being used with methods that have the appearance of a commercial building or shop.

3.04 F TIMING OF CONSTRUCTION

In an effort to provide flexibility to Owners who may wish to utilize the property as a ranch prior to constructing the primary residence, Declarant sets forth the following.

A Barndominium may be constructed as the secondary residential structure prior to construction of the primary residence and also barns and other accessory structures are allowed prior to the construction of a primary residence on the Lot, provided:

1. Owner must present to the ACC a drawing of the lot that shows the location and size of the planned primary residence as well as the location of any other structures to be built.
2. If a Barndominium is constructed as a secondary residential structure, construction of the secondary living quarters may be used on an occasional overnight or weekend basis as a getaway to enjoy the ranch; or as living quarters during the construction of the primary residence. Therefore a barndominium constructed as a Secondary residence may not be occupied on a full time basis except during or after

the construction of the Primary residential structure.

3.05 BARN, SHOP AND OTHER BUILDINGS: To avoid unsightly storage and keep the area attractive, each owner will construct a barn and/or other buildings to provide storage for equipment and supplies needed to facilitate the residential, farming and ranching activities of the Owner on the Lot. Approved building materials include any materials approved for the residential structures as well as metal siding, metal doors and metal roofing, provided however that corrugated metal may not be used on the exterior of any structure. The buildings must be attractively designed with colors that follow the theme of the residence and must be constructed of new materials. Buildings specifically must not include living quarters or be used as living quarters on a temporary or permanent basis and neither shall they be used for commercial activity as further explained elsewhere in these Declarations. No buildings or any part thereof may be leased or rented for storage or any other purpose. No more than three such buildings may be constructed on the Lot and the combined area of the buildings shall not exceed 4000 square feet unless a variance is granted by the ACC.

3.06 MANUFACTURED OR MOVE-IN HOMES

No mobile homes or other structures that are completely or partially constructed offsite may be moved onto the property including single, double or triple wide mobile homes, modular homes, prefab homes, or other move-in buildings, regardless of whether the same are placed on a permanent foundation. This Article does not apply to accessory structures as specifically allowed by this Declaration.

3.07 ACCESSORY STRUCTURES. Accessory structures, such as gazebos, storage sheds, playhouses and greenhouses, must contain no more than 400 square feet each and no more than four accessory structures will be allowed without specific approval of the ACC. Accessory structures may be constructed on the Lot or may also be constructed offsite and moved onto the Lot. Accessory structures may not be located in front of the primary residence unless written approval is obtained from ACC. All such structures shall be appropriately maintained in a reasonably neat, clean and attractive manner. No Accessory Structure shall be used at any time as living quarters. Failure to adequately maintain the appearance of such items shall constitute grounds for its removal, upon the request of the ACC.

3.08 FENCES. The plans for all fences must be approved by the ACC, which has the power to specify acceptable materials and/or fence design in addition to the criteria below.

3.08 A Entry: Each Lot shall have one, but no more than one, ranch style entry, gate and driveway access onto CR 223, provided however that the lot having frontage on both CR 213 and CR 217 may have one entry on each roadway. The ranch style entry design must be approved by ACC. Each lot shall have a unique entry gate that is designed in harmony with gates of the other Lots and may only be installed following approval of the ACC. The gate or entry may include the owner's name or an alternate ranch name or logo if approved by the ACC. All metal fencing along the County road must be painted black.

3.08 B Perimeter Fence: Each Lot must have perimeter fencing consisting of woven wire field fencing a minimum of 48 inches high, but no more than 72 inches high and suitable for the containment of the animals kept on the property. No barbed wire fencing is allowed for perimeter fencing except that a single strand of barbed wire may be placed at the top of the woven wire fence. Any other type fencing must be approved by the ACC. Each of the Owners of adjacent Lots with a fence located on the common line between the Lots is responsible for the maintenance of such fence. Owner may, as an alternative to the woven wire fence, install a four rail pipe fence along the portion of the property adjacent to the County road. Construction of such perimeter fence shall be completed within one (1) year after the initial conveyance from Declarant.

3.08 C Interior fences: Fences not on the property line, may be constructed of woven field wire, ornamental iron, chain link, wood, or masonry provided they are no more than 72 inches high and are kept in good repair.

3.08 D Maintenance: The Owner of each Lot is responsible for the proper maintenance of all fences on his Lot including the mowing, trimming and removal of weeds and brush.

3.09 DRIVEWAYS. Driveways must be concrete, asphalt, gravel, limestone or other similar road base material and must be maintained in good, attractive manner including the removal of ruts and pot holes.

3.10 LANDSCAPING. The Owner of each Lot must routinely maintain all areas of his Lot as is customary for an attractive residential ranch setting. The ranch setting allows for certain areas of the property to be native pasture and have grasses growing taller than a typical yard, however the grass along fence rows must be removed or trimmed regularly. The area around the primary and secondary residence will need to be landscaped with grass, shrubbery and trees as customary for a home. The grass around the home will need to be mowed on a regular basis to prevent unsightly appearance. Dead or damaged trees and shrubbery, must be promptly removed or replaced,

3.11 SWIMMING POOLS. Swimming Pools must be located beside or behind the home, maintained, and must provide adequate fencing for safety purposes.

3.12 MAINTENANCE AND REPAIR OBLIGATIONS Each Owner, at the Owner's expense, must maintain all improvements on his Lot, including but not limited to the dwelling, barns, storage buildings, fences, sidewalks and driveways. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated and unattractive materials, and must regularly repaint all painted surfaces.

3.13 SEPTIC SYSTEMS. Installation of any septic-tank soil-absorption sewage-disposal system shall be in accordance with minimum recommendations by the division of Sanitary Engineering, Texas State Department of Health and inspected by a duly authorized agent of the Williamson County Health Department.

ARTICLE 4 – USE RESTRICTIONS

4.01 ANIMAL RESTRICTIONS.

No animal, bird, fish, reptile or insect of any kind may be kept, maintained, raised or bred anywhere on the Property except as provided herein. Horses, cattle, mules, donkeys, goats and sheep may be kept on Lots, provided no more than one livestock unit per two acres of land may be maintained on each Lot. A mature cow, donkey, mule or horse shall constitute one livestock unit. A young calf, young colt, sheep or goat shall each constitute one-half of a livestock unit. Chickens or turkeys shall be allowed as long as such birds are kept in a coup and do not exceed 20 birds per lot. Pigs and hogs are not allowed on any lot unless the pig or hog is being raised as a show animal in a youth program such as 4H, FFA, FHA, or other area youth livestock programs and then no more than a total of three with such animals housed in a suitable pen, barn or other such facility that is maintained in a clean manner. Dogs, cats or other household pets not to exceed a total of five (5) in number (exclusive of unweaned offspring), may be kept on the lot provided they are kept in a manner that confines the pet on the Owner's lot and the pet does not disturb the peaceful enjoyment of the Residents of other Lots. All livestock and pets must be registered, licensed and inoculated against disease as required by law.

4.02 BUSINESS USE

Except as may be specifically permitted herein, the property shall be used only for residential purposes and small farming and/or ranching activities. Therefore, no restriction in this section shall be construed to limit the use of this property for the farming or ranching activities allowed by other provisions in this Declaration.

Resident may use a dwelling or other allowed structure for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (1) the uses are incidental to the primary use of the Lot as a residence and/or ranch; (2) the uses conform to applicable governmental ordinances; (3) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the traffic to and from the Lot; and (4) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

Specifically prohibited are businesses that involve manufacturing, fabrication, storing of dangerous materials, and sales that generate traffic. Also prohibited are any business signs. No garage sale, yard sale, moving sale, rummage sale or similar activity may be conducted on any Lot for a period that exceeds 4 days and no more than two such sales may be conducted in a calendar year.

4.03 VEHICLES

The term "vehicles", as used herein, refers to all vehicles including, without limitation, automobiles, trucks, motor homes, recreational vehicles, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, campers, buses, and vans, including such vehicles with the motor removed. "Public View" as used herein means that it is visible from a public street or visible from another lot when standing within six hundred feet of a public roadway.

Any vehicle designed for use on public roadways that is parked in Public View must be currently registered, currently inspected, and must be parked on a concrete, asphalt or gravel parking pad or driveway. No more than four such vehicles may be parked in Public View on a continuing basis. This is not intended to limit the number of guest who make temporarily park on the premises.

No junk, wrecked, damaged or inoperable vehicle of any type may be kept on the premises except inside an enclosed garage, barn or other approved structure. Vehicle repairs that are performed in Public View must be completed within one day.

Commercial vehicles larger than one ton may not be parked on the premises in Public View except on a short-term basis as needed for delivery purposes or during construction. This includes tractor-trailer type trucks, dump trucks, construction vehicles and construction machinery.

Boats or trailers, up to a total of three, may be parked on the premises in Public View provided they are appropriately licensed, kept neat and clean in appearance, parked on an appropriately prepared pad and the area around them is mowed and maintained in a reasonable manner.

Nothing in this section is intended to prevent the parking of operable farm equipment on this Lot provided the equipment is being used for farming and ranching purposes on this Lot and provided the equipment and area are kept reasonably clean, well maintained, and neat in appearance. Equipment such as rotary mowers, plows, sprayers, etc. not kept in a storage facility, must be shielded from Public View by a privacy fence, natural screening, or other structure.

4.04 RECREATIONAL VEHICLES

No more than one Recreational Vehicle (RV) equipped with living space may be kept on the premise in Public View, and then only after the primary residence has been built. The RV must be in good repair and must be maintained in a clean and attractive manner to prevent algae growth, dis-repair, flat tires, etc.

No RV may be used as living quarters except that (1) prior to construction of the primary residence, one RV that is kept inside an enclosed structure and out of Public View may be used as living quarters on an occasional basis, (2) one RV may be used as living quarters during home construction for a one-time period not to exceed nine months, and (3) after construction of the primary residence one RV may be used as living quarters for guest on

an occasional basis. For purposes herein an "occasional basis" shall be defined as not to exceed four consecutive weeks or more than a total of twelve weeks in a calendar year.

4.05 ANTENNAS AND COMMUNICATION EQUIPMENT

Each resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable or satellite reception of the Property. Antennas, satellite or microwave dishes, and receiving or transmitting towers must not be located in front of the primary residence, must not be higher than ten feet above the roof of the primary residence or other building, whichever is higher. Any satellite dishes must be one meter or less in diameter.

4.06 STORAGE AND DISPOSAL OF GARBAGE AND REFUSE. No Lot shall be used or maintained as dumping ground for rubbish. Trash, garbage and/or other waste materials shall only be kept in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids, and such waste materials must be removed on a weekly basis by Owner or by an approved disposal service. Such facilities and containers for the storage or disposal of such waste materials shall be kept in clean and sanitary condition and shall not be located any closer to the street than the actual structure of the residence or garage, except for their temporary placement near the roadway on the day an approved disposal service is scheduled to remove such garbage.

No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in construction may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored out of Public view. All such materials, personal property, and other items shall be stored out of public view when not in use, it being the intent of Declarant herein to prohibit the storage of any type of materials and other items in public view.

4.07 FIREARMS. The discharge of firearms is strictly prohibited anywhere on the Property.

4.08 SIGNS. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted, or attached to any fence without the approval of the ACC, with the following exceptions:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area and no more than four feet high advertising the property for sale.

(b) **Declarant's and Builders Signs.** Declarant and Builders may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots and new homes.

(c) **Gate or Entry** – The gate or entry may include the owner's name or an alternate ranch name if such name is approved by the ACC.

4.09 ANNOYANCE Each resident must exercise reasonable care to avoid making loud, disturbing or objectionable noises or noxious odors that disturb Residents of neighboring Lots. Exterior light sources on a Lot should be shielded to minimize glare and directed away from neighboring homes. No Lot be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may endanger the health or safety of residents of other Lots; or (3) violates any law.

4.10 DRAINAGE. No person may modify or redirect the established drainage pattern over their lot unless an adequate alternative provision for proper drainage has been approved by the affected neighbor(s) and any governmental entity that may have jurisdiction over such matter.

4.11 OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. The excavation and removal of rock, stone, sand, gravel or aggregate is

prohibited except as necessary for construction of driveways, buildings or improvements on the Lot. Notwithstanding however that Declarant reserves the right to remove soil, limestone, rock and aggregate on property owned by declarant provided that upon completion of such removal the grade is finished in a manner to be continuous with the adjoining lots.

4.12 FARMING. Farming activities must be located on the back (west) half of the property and behind the home if one has been constructed. Farming for the purposes of this provision shall be the growing of crops, vegetables, or produce that involves plowing, planting, and harvesting annually. This provision shall not be construed to limit any activities necessary for creating improved pasture or the cutting and baling of hay which shall be permitted within the building setback areas.

ARTICLE 5 - Architectural Control Committee (ACC).

5.01 MEMBERS. Declarant does hereby establish the Architectural Control Committee for the purposes described in this Declaration. As long as Declarant owns any portion of the Property, the Declarant has the sole right to act as or to appoint all members of the ACC. Afterwards, the ACC shall consist of three members, of which each member must be the owner of a separate Lot within the Ranches of Stapp Creek. Members shall be elected by majority vote of the lot owners, with each lot having one vote. Members shall serve until their death, resignation or replacement. Upon the death or resignation of any member, the remaining members shall have authority act on behalf of ACC until a replacement member is be elected. Any three lot owners may call for a meeting to elect new committee members by providing written notice to all property owners a minimum of 10 days in advance of the meeting. No more than one such election may be called within a twelve month period except as necessary to fill a vacancy. The ACC, and/or its members, shall be free from liability for actions within the scope of the ACC's function.

5.02 WRITTEN APPROVAL REQUIRED. No building or any structure or improvement shall be constructed, erected, or placed on any Lot nor shall any exterior additions or changes or alterations be made prior to written approval by the ACC as to quality, workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with the Restrictions.

5.03 PLAN SUBMITTAL. Plans and specifications, including site plan, must be submitted to and approved in writing by the ACC prior to any construction. An 11"X17" copy of plans, including site plan, floor plan, and elevations of initial construction of residences and the accompanying improvements shall be filed with the ACC by delivery to 3910 Sequoia Trail West, Georgetown, TX 78628 or such other location as Declarant or the ACC may designate.

The ACC has the right to disapprove exterior elevations that it deems inappropriate for any reason, in its sole and absolute discretion, even though plans may comply with all other restrictions. ACC approval is required for any exterior color change, and the proposed color(s) must be compatible with the aesthetics of the neighborhood.

5.04 PLAN APPROVAL. Approval shall be granted by a majority vote of the members and the members may designate one member to sign on behalf of the committee. In the event that a fully completed ACC application is submitted as provided herein, and the ACC shall fail either to approve or reject, in writing, such application for a period of thirty (30) days following such submission, then approval is presumed unless additional information has been requested.

5.05 GUIDELINES. The Architectural Review Committee may from time to time promulgate guidelines that further define and clarify the provisions of this Declaration, as well as address issues not specifically contained within

this Declaration. Such guidelines shall be enforceable in the same manner as provided for the enforcement of this Declaration.

5.06 VARIANCES. The Architectural Review Committee is expressly granted the authority, in its discretion, to permit variances from the effect of a particular restrictive covenant. The Architectural Review Committee may require the submission to it of such documents and items (including, as examples but without limitation, written request for and description of the variances requested, plans, and specifications, plot plans and samples of materials) as it shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Review Committee shall approve such request for a variance, the Architectural Review Committee may evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing the decision of the Architectural Review Committee to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including, as examples but without limitation, the type of alternate materials to be permitted, or the alternate fence height approved), and signed by a majority of the current members of the Architectural Review Committee (or by the Committee's designated representative if one has been designated). Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (a) written notice of disapproval from the Architectural Review Committee; or (b) failure by the Architectural Review Committee to respond within 20 days to the request for variance. In the event the Architectural Review Committee or any successor to the authority thereof shall not then be functioning, and/or the terms of the Architectural Review Committee shall not have succeeded to the authority thereof as herein provided, no variance from the covenants of this Declaration of Covenants, Conditions and Restrictions shall be permitted, it being the intention of Declarant that no variances be available except in the discretion of the Architectural Review.

ARTICLE 6 - GENERAL PROVISIONS

6.01 ENFORCING THE DOCUMENTS The Declarant and every Owner has the right to enforce all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the Governing Documents. Failure by the Declarant or by any Owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. Neither the Declarant nor any Owner shall not be liable to any Owner or other party for the failure to enforce any of the Governing Documents at any time.

6.02 RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

6.03 AMENDMENTS Declarant shall have the sole right to amend this Declaration as long as Declarant owns any of the Lots in the Property. Afterwards amendments to this Declaration must be approved by Owners representing at least 67% of the Lots in the Property, with each Lot having one vote. The amendment must be in the form of a written instrument (1) referencing this Declaration and any amendments hereto; (2) certifying the approval of 67% of the Owners (3) be signed and acknowledged by a majority of the Lot owners, and (4) recorded in the Official Public Records of the County. Any amendment shall be consistent with the general plan and scheme of development as evidenced by this declaration and shall not materially impair the vested property rights of any Owner or their mortgagee.

6.04 NOTICES. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration may be sent by electronic, ordinary or certified mail, postage prepaid, to the party's last known

address as it appears on the records of the Williamson County Appraisal District, or if no address is available, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice, whether or not he actually receives it.

6.05 SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

6.08 Interpretation. Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

6.09 Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

EXECUTED effective this 5 day of May 2015, 2013. *cl*

ELR Land Investments, LLC a Texas limited liability company
By Roark Properties, Inc. Manager



By Edwin Roark, President

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on May 5, 2015, by Edwin Roark, President of Roark Properties, Inc. a Texas Corporation, on behalf of same and in the capacity herein stated.



Linda Guthrie
Notary Public, State of Texas

Printed Name: _____
Commission expires: _____

EXHIBIT A

CCRs for The Ranches at Stapp Creek

FOREST SURVEYING AND MAPPING CO.

T.B.P.L.S Firm # 10002000

1002 Ash St. Georgetown, Tx. 78626

DESCRIPTION FOR ELR LAND INVESTMENTS, LLC - EDWIN ROARK

BEING 107.93 ac. of the James Ware Survey, Abstract No. 645, in Williamson County, Texas; part of the same property that was called 137.11 acres as conveyed by John Philip McEvoy to ELR Land Investments, LLC as described in Doc. 2014100203, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in part in January of 2015 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this description is the State Plane Coordinate System, Texas Central Zone Western Data VRS Network.

COMMENCING FOR REFERENCE at a 3/8 inch iron pin which was found at the Southeast corner of the said 137.11 acres of ELR Land Investments, LLC, and at the intersection of the North line of County Road 215 with the West line of County Road 223.

THENCE with the East line of the said property conveyed to ELR Land Investments, LLC, and the West line of County Road 223, N 20°24'41" W 805.78 feet to an unmarked point at the Northeast corner of a 29.18 acre tract that is to be surveyed at a future time.

THENCE with the North line of the said 29.18 acre tract, S 69°35'19" W 1515.46 feet to an unmarked point in the West line of the said tract of 137.11 acres that was described in the deed to ELR Land Investments, LLC and in the East boundary of the property conveyed to Mary Lou Brown (166.48 ac. Doc. 2014012407).


THENCE with the East boundary of Mary Lou Brown and the West boundary of the 137.11 acres, N 14°31'09" W passing 1/2 inch iron pins which were set on line, continuing in all 3527.10 feet to a 1/2 inch iron pin which was found.

THENCE with the North boundary of the 137.11 acres and the South line of County Road 217, N 67°51'20" E 1114.31 feet to a capped 1/2 inch iron pin which was set; and S 81°12'46" E 45.33 feet to an iron pin which was found.

THENCE with the East boundary of the 137.11 acres and the West boundary of County Road 223, S 20°24'41" E passing iron pins which were set on line, continuing in all 3520.05 feet to the TRUE POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this description has been prepared from record information of a survey that was made on the ground in January of 2015. The South boundary of this tract has not been staked on the ground. This description is true and correct to the best of my knowledge and belief and has been prepared for a survey to be made at a future time. This description is not to be used to convey title and is not a survey that was made on the ground.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 1ST day of April of 2015, A.D. File: Roark Stapp Creek 108 ac.doc


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847





**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR THE RANCHES AT STAPP CREEK
AND DECLARATION OF ADDITIONAL PROPERTY**

The undersigned, as Declarant, caused to be recorded as Document No. 2015036575 in the Official Records of Williamson County, Texas, the Declaration of Covenants, Conditions, and Restrictions ((the "Declaration")) of RANCHES AT STAPP CREEK, pertaining to property in Williamson County, Texas, as more fully described in the (the "Declaration").

The (the "Declaration") permits Declarant to annex additional property and to amend the (the "Declaration") as provided in Section 2.3 and Section 6.03 respectively.

Now Therefore, the Declaration of Covenants, Conditions, and Restrictions of RANCHES AT STAPP CREEK are hereby amended as follows:

1. Section 1.02 of the (the "Declaration") is amended to read as follows:

1.02. **ACC and ARC.** Any reference in this Declaration to the Architectural Review Committee ("ARC") shall be considered the same as the Architectural Control Committee ("ACC").

2. Section 3.05 is amended by adding the following sentence: "Any barn or accessory structure that is moved onto the Property must be in structurally sound condition, have the appearance of a new structure, and be approved by the ACC."

3. The following sections are added to Article 3 of the (the "Declaration"):

3.14 Commercial Shipping Containers. A commercial shipping container is defined as metal structure or box which is typically used in the shipping industry for transporting freight. One, but no more than one, commercial shipping container may be placed on the property as an Accessory Structure provided it: 1) is placed out of public view, and 2) is painted to match other structures on the property or painted beige, tan or other earth-tone color that blends with the existing landscape. The ACC must approve the structure and paint color prior to Owner placing structure on the property.

3.15 Log Homes. Approved building materials for exterior walls of residential structures shall include logs provided the log materials are manufactured by a company that specializes in the log home industry. The ACC shall have the right to remove the masonry requirement for appealing log home designs.

3.16 Construction Period. The construction of any structure must be completed within fifteen months from the date construction begins on that structure.

NOTICE OF DECLARATION OF ANNEXATION OF ADDITIONAL PROPERTY


In accordance with Section 2.3 of the Declaration, this Declaration of Annexation is filed of record for the purpose of annexing the 29.18 acre tract described in Exhibit "A" and depicted on Exhibit "B" attached hereto (the "Annexed Property") and, henceforth, the

Annexed Property shall be deemed to be included within the definition of the real property described in the original Declaration and any reference to the real property initially described shall include Annexed Property which shall be subject to all of the rights, burdens, restrictions, covenants and conditions contained in the original Declaration as if the Annexed Property had been referenced in the original Declaration with the following exceptions:

1. Within the Annexed Property, no building may be placed within 100 feet of the public roadway rather than the 200 foot set-back requirement set forth in Section 3.03.
2. Lots 10 and 11 (as depicted on Exhibit "B") of the Annexed Property shall be subject to a private water line easement, 15 feet in width, along the back property line (the property line opposite from the public roadway) of each lot. Such easement shall be for the benefit of Lots 9 and 10.

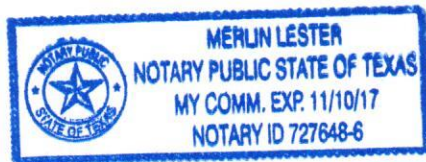
ELR LAND INVESTMENTS, LLC
A Texas limited liability company

By: ROARK PROPERTIES, INC.
Its Manager

BY: 
Edwin Roark, President

STATE OF TEXAS *
COUNTY OF Willis *

This instrument was acknowledged before me on Feb 23, 2016 by Edwin Roark, President of ROARK PROPERTY, INC., Manager of ELR LAND INVESTMENTS, LLC, a Texas limited liability company, on behalf of said company.



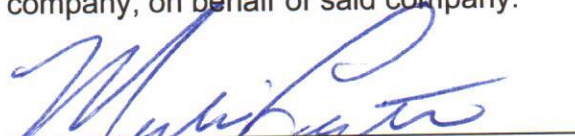

Notary Public, State of Texas

EXHIBIT A

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, Tx. 78626

DESCRIPTION FOR ELR LAND INVESTMENTS, LLC – EDWIN ROARK

BEING 29.18 ac. of the James Ware Survey, Abstract No. 645, in Williamson County, Texas; part of the same property called 137.11 acres which was conveyed by John Philip McEvoy to ELR Land Investments, LLC as described in Doc. 2014100203, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in April of 2015 and November of 2015, under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a 3/8 inch iron pin which was found at the Southeast corner of the said 137.11 acres of ELR Land Investments, and at the intersection of the North line of County Road 215 with the West line of County Road 223.

THENCE with the North line of County Road 215, S 68°50'58" W 1600.89 feet to a 1/2 inch iron pin which was found at the Southwest corner of the said 137.11 acres and at the Southeast corner of the 166.48 acre property of Mary Lou Brown (Doc. 2014012407).


THENCE with the East boundary of Mary Lou Brown and the West boundary of the 137.11 acres, N 14°31'09" W 830.82 feet to a 1/2 inch iron pin which was set in April of 2015 and found in November of 2015.

THENCE N 69°35'19" E 1515.46 feet to a capped 1/2 inch iron pin which was set in April of 2015 and found in November of 2015.

THENCE with the East boundary of the 137.11 acres and the West boundary of County Road 223, S 20°24'41" E 805.78 feet to the POINT OF BEGINNING.

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this the 18th day of February of 2016, A.D. File: Roark Stapp Creek 29.18 ac.doc


WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

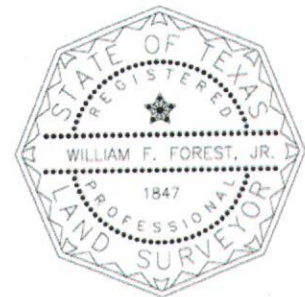
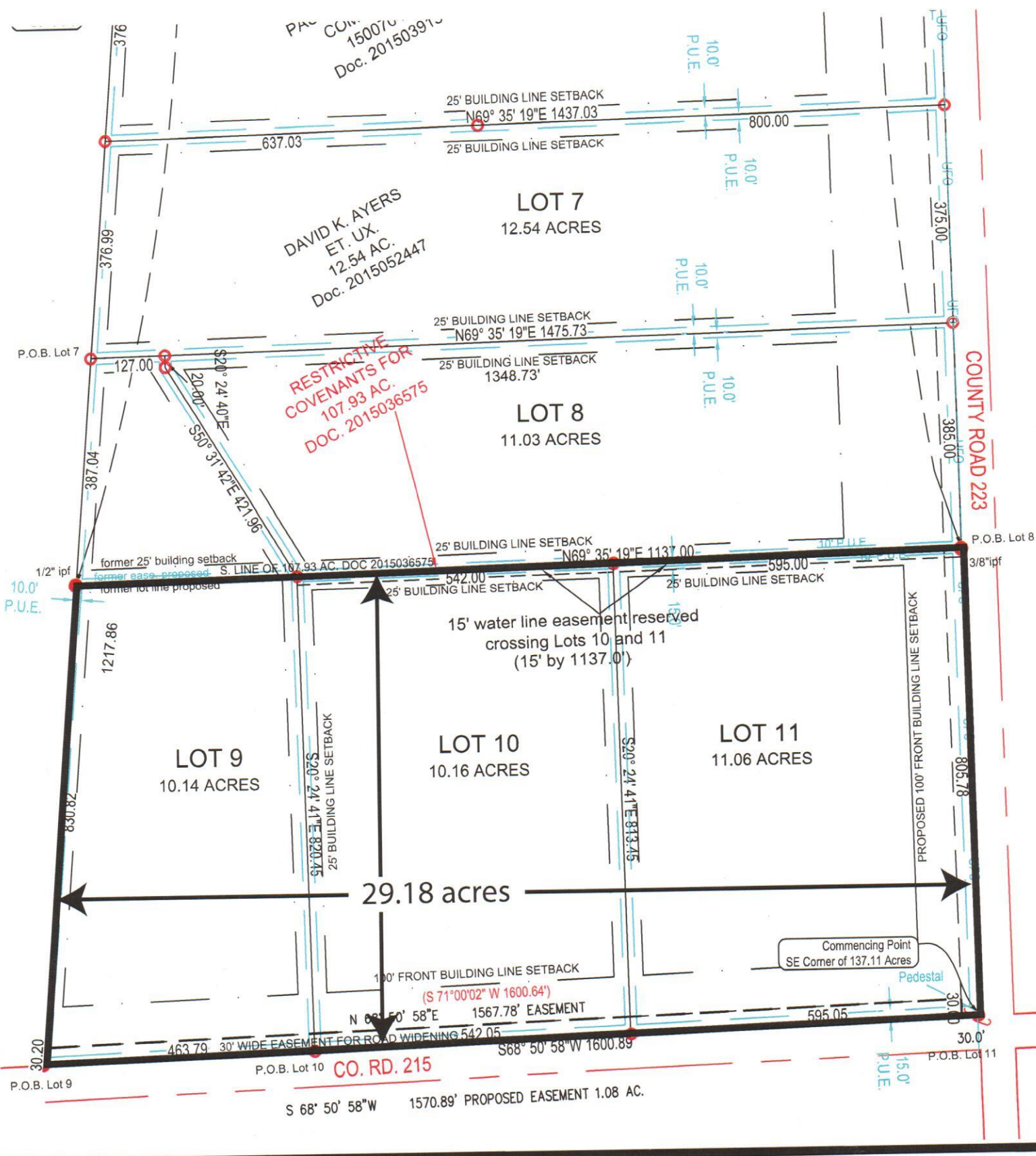


EXHIBIT B

THE RANCHES AT STAPP CREEK

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.



PAV. COV. 1500' U
Doc. 20150391

DAVID K. AYERS
ET. UX.
12.54 AC.
Doc. 2015052447

**RESTRICTIVE
COVENANTS FOR
107.93 AC.
DOC. 2015036575**

COUNTY ROAD 223

CO. RD. 215

S 68° 50' 58" W 1570.89' PROPOSED EASEMENT 1.08 AC.