

**AMENDED AND RESTATED
DEDICATION & RESTRICTIONS
OF
SEVEN FALLS OWNERS ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

This Amended and Restated Dedication & Restrictions of Seven Falls Owners Association (the “Restrictive Covenants”) is made by the Owners of 67% or more of the Tracts within Seven Falls Owners Association (the “SFOA”).

SECTION 1. RECITALS

WHEREAS, certain portions of the Property are subject to that certain Declaration of Covenants, Conditions and Restrictions filed in the Official Public Records of Gillespie County, Texas under Volume 359, Page 985, as same has been amended and supplemented from time to time (the “Prior Restrictions”);

WHEREAS, the Dedication and Restrictions for Seven Falls Ranch was recorded in Volume 404, Page 647, et seq. in the Official Public Records of Gillespie County, Texas (the “Original Restrictions”);

WHEREAS, the SFOA was incorporated as a Texas non-profit corporation on September 8, 2000, and the Articles of Incorporation were recorded in the Office of the Secretary of State of Texas on January 24, 2001;

WHEREAS, the Original Restrictions were amended by that certain Affidavit Regarding Amendments to Restrictive Covenants recorded under Clerk’s File No. 20060594 in the Official Public Records of Gillespie County, Texas (the “First Amendment”);

WHEREAS, the Original Restrictions were further amended by that certain Affidavit Regarding Amendments to Restrictive Covenants recorded under Clerk’s File No. 20071048 in the Official Public Records of Gillespie County, Texas (the “Second Amendment”);

WHEREAS, the Original Restrictions, including the Prior Restrictions and all amendments, were amended and restated by that certain Seven Falls Homeowners Association Amended & Restated on January 25, 2014 Dedication & Restrictions recorded under Clerk’s File No. 20150914 in the Official Public Records of Gillespie County, Texas (the “Amended and Restated Restrictions”);

WHEREAS, Section 10 of the Amended and Restated Restrictions provides that the Owners of 67% of the Tracts within the Property may amend the restrictive covenants by executing

an instrument amending the restrictions, protective covenants or conditions within the Amended and Restated Restrictions.

WHEREAS, the Prior Restrictions, First Amendment, Second Amendment and Amended and Restated Restrictions are included in the term “Original Restrictions”.

WHEREAS, the Owners of 67% of the Tracts within the Property desire to amend and restate the Original Restrictions and replace the Original Restrictions in their entirety with these Restrictive Covenants pursuant to Section 10 of the Amended and Restated Restrictions.

NOW, THEREFORE, the Owners of 67% or more of the Tracts within the Property, by their signatures attached to these Restrictive Covenants as Exhibit A, declare that the Property is subject to the jurisdiction of the SFOA, and will be developed, improved, sold, used, and enjoyed in accordance with, and subject to the following plan of development, including the applicable assessments, conditions, covenants, easements, reservations, and restrictions set forth in these Restrictive Covenants, all of which are adopted for, and placed upon the Property and are covenants running with the land and are binding on all parties, now and at any time having or claiming any right, title, or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and will inure to the benefit of each Owner of any part of the Property.

The Property is subject to these Restrictive Covenants, which may be amended or supplemented from time to time. Additionally, the Property is subject to the Dedicatory Instruments of the SFOA, as that term is defined by Section 209.002(4) of the Texas Property Code.

The provisions of the Original Restrictions that are not being amended by these Restrictive Covenants are being restated in these Restrictive Covenants for ease of reference and the purpose of completeness; and further provided, that the lien created in the Original Restrictions is not disturbed by these Restrictive Covenants and continues to be in full force and effect from the date the Original Restrictions were recorded.

SECTION 2. DEFINITIONS

ARCHITECTURAL COMMITTEE. *Architectural Committee* shall mean and refer to an architectural committee of SFOA and consist of a committee of five (5) Tract Owners elected by and serving at the pleasure of a majority of the Tract Owners for such terms and upon such conditions not inconsistent with these Restrictive Covenants as the majority of such Tract Owners shall determine and in accordance with the SFOA Bylaws (“Bylaws”). The Architectural Committee shall submit an annual report of its activities at each SFOA annual meeting.

COMMON AREAS. *Common Areas* shall mean all real property (including the improvements thereto) designated on the Plat(s) of the Property for the common use and enjoyment of the Owners, whether in existence at the time of the execution of this Amended and Restated

Declaration, or which may be added at any time in the future, including but not limited to the Common Areas shown in the subdivision plat or map recorded in Volume 2, Page 197-200 of the Plat Records of Gillespie County, Texas, as amended from time to time. By way of illustration, Common Areas may include, but not necessarily be limited to, the following: signs, walls, bridges, trails, green belts, mailboxes and other similar or appurtenant improvements.

SFOA. *SFOA* shall mean and refer to the incorporated association consisting of all Owners, which shall have the duties hereinafter set forth. Each Owner of a Tract shall become a member of SFOA contemporaneously with acquiring a Tract, without any further documentation of any kind. The Owners shall be members of SFOA (“Members”). SFOA membership shall be appurtenant to ownership of a Tract. SFOA membership shall only be transferred upon the conveyance of a Tract in fee by an Owner, and membership shall not be assigned, pledged or transferred in any other way. Any attempt to make a transfer prohibited hereby shall be void. SFOA shall be managed by the Board of Directors (“Board”) pursuant to the procedures set forth in SFOA’s Articles of Incorporation (“Articles”) and Bylaws, subject to the provisions of these Restrictive Covenants. Each Owner shall have one (1) vote for all of the land owned by such Owner, e.g., if an Owner owns several Tracts, such Owner shall have only one (1) vote. All Owners of undivided interests in any Tract shall be considered as a “voter” being authorized in writing by a majority of such Owners. Meetings shall be as set forth in the Bylaws. SFOA shall have the powers and duties specified in the Articles and Bylaws.

OWNER. *Owner or Owners* shall mean a person or persons, entity or entities holding a fee simple interest in any portion of the Property. Owner shall not include any lienholder, secured party, mortgagee, lessee, invitee or guest; but even though an Owner may lease a Tract or permit invitees or guests, and may delegate to each tenant, invitee or guest, the right and easement of use and enjoyment in and to the Common Areas, such parties and such use and enjoyment by such; and any lease or agreement shall provide that the terms thereof shall be subject to all respects to the provisions of these Restrictive Covenants, and any failure by the lessee, invitee or guest to comply with the terms and provisions of these Restrictive Covenants shall be and constitute a default under such lease or agreement and shall be in violation of these Restrictive Covenants with the same consequences as if such Owner delegating such right and easement had violated the same.

PERSON. *Person or Persons* shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

PROPERTY. *Property* shall mean and refer to that certain real property hereinbefore described as the subdivision and more particularly described as Seven Falls Ranch, according to the plat of said subdivision as referenced herein and recorded in the Plat Records of Gillespie County, Texas.

TRACT. *Tract or Tracts* shall mean and be defined as a Lot specified and shown in any plat and replat of the Property and shall include any improvements from time to time constructed, erected, placed, installed or located thereon. In the case of a re-subdivision of any Lot from that shown on the original plat of the subdivision, dated September 21, 2000, the resulting Tract(s) shall be treated separately for all purposes of these Restrictive Covenants including setbacks and

the like, except, however, the restrictions on voting described under the definition of SFOA above. Such voting restriction shall also apply to actions to amend the restrictions under section 10 below.

SECTION 3. DEDICATION OF STREETS

The Owners hereby reaffirm the dedication to the public forever, for its use, the public roads as shown on the plat or replat of the Property. The roads built by a Tract Owner for access to a Tract subdivided by an Owner must meet or exceed requirements for acceptance as a public road by Gillespie County, Texas.

SECTION 4. COMMON AREAS

The Owners hereby dedicate for the common use and enjoyment of the Owners the Common Areas, and subject to the provisions of these Restrictive Covenants, every Owner and every tenant of every Owner who resides on a Tract, and each individual who resides with either of them or who is a guest of either of them, respectively, on such Tract shall have a right and easement of use and enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Tract; PROVIDED HOWEVER, such easement shall not give such person the right to make alterations, additions or improvements to the Common Areas. The rights and easements of enjoyment created hereby shall be subject to the right of SFOA to suspend membership rights for any period during which any assessment against a Tract remains unpaid.

SECTION 5. RESTRICTIVE COVENANTS

1. Limitation on Use.

All Tracts shall be used solely for residential and agricultural purposes, including wildlife management as defined by the Texas Tax Code and other applicable statutes subject to the limitations and provisions of these Restrictive Covenants; including as herein provided guesthouse and Bed and Breakfast. The residential use of Tracts shall be limited to single family residential use except as otherwise expressly provided herein. Home occupations as defined herein are permissible uses. Only one (1) permanent residence will be permitted on any one (1) Tract. Additional buildings, hereinafter referred to as a *guesthouse*, shall be permitted. No Tract shall be used for any commercial or industrial purpose except for (a) permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) and (b) a cottage industry as described in Subsection 19.K of this Section 5.

2. Building Restrictions/Maintenance.

A. No Construction without Architectural Committee Approval. No construction of any improvement within the Property may be commenced or substantially altered without the prior submission of written building plans to and the written approval of the Architectural Committee which approval shall include the approval of the size, square footage and location of all buildings and structures including without limitations the location of any guesthouse, Family/Staff

accommodation, Bed and Breakfast and agricultural barns, buildings and improvements. To obtain approval to do any of the work described herein, an Owner must submit an application to the Architectural Committee showing the plans and specifications for the proposed work, which plans and specifications shall detail the nature, shape, height, materials, colors and location of the proposed work. The Architectural Committee shall review applications for proposed work in order to (i) ensure conformity of the proposal with these Restrictive Covenants, and (ii) ensure harmony of external design in relations to surrounding structures and topography. An application *can* be rejected for providing insufficient information. The Architectural Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Architectural Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies. The members of the Architectural Committee shall not be entitled to compensation for nor liable for damages, claims or causes of action arising out of any services performed pursuant hereto. Any three (3) members of the Architectural Committee may approve or disapprove any matter before the Architectural Committee. In the event there is ever a tie vote of the Architectural Committee, such tie vote will be broken by the SFOA Chair. The Architectural Committee may for good cause shown approve variances as to any Restrictive Covenant, but such *variance* shall require approval of a majority of the members of the Architectural Committee. The determination and decision by the Architectural Committee as to whether a *variance* should be granted shall be final and binding on all Owners, and neither the Architectural Committee nor any of its members shall be liable for damages, claims or causes of action arising out of any decision or action performed or taken hereunder. The Architectural Committee may consider in granting or denying any variance the nature of the use of the land, the structure to be constructed, the topography of the land, land use and structures on surrounding areas, and the effect, if any, of the variance on the appearance of the completed structure. The Architectural Committee may impose such conditions as it deems appropriate in granting any such variance. Any such variance, if granted, shall apply only to the particular property and situation specified, and shall not amend these Restrictive Covenants, or any provisions hereof, nor shall it be a variance as to any other property or situation. If any Owner of any Tract fails to maintain the Tract in a neat and orderly manner, SFOA shall have the right, through its agents and employees, to enter the Tract in order to repair, maintain and restore the Tract, including landscaping, and the exterior of any building and other improvements located on the Tract, all at the expense of the Owner. Such expense shall be an assessment against such Owner and such Owner's Tract(s) to the same extent as provided for other assessments.

B. *Family/Staff accommodations, Guesthouses, and Outbuildings.* Subject to all other terms and provisions of these Restrictive Covenants, Family/Staff accommodations, one (1) guesthouse and outbuilding may be constructed on a Tract, provided however that the plans therefor have been previously approved by the Architectural Committee according to the procedures set forth herein.

C. *Exception.* Notwithstanding the foregoing, the following Tracts are excepted from the one (1) guesthouse provision and shall be permitted additional guesthouses as follows:

Tracts 1 and 38	Four (4) guesthouses
Tracts 2, 3, 6, 13, 14, 30, 31	Two (2) guesthouses
All other Tracts	One (1) guesthouse

D. *Bed and Breakfast.* A “Bed and Breakfast” shall be included in the definition of a guesthouse. *Bed and Breakfast* means and refers to temporary lodging services by other persons that provide housing for its occupants for a duration of less than two (2) weeks. Bed and Breakfast shall be permitted on a limited number of Tracts designated and approved by the Architectural Committee.

E. *Pre-Construction.* Notwithstanding the foregoing provisions and subject to the requirements for prior plan review and approval by the Architectural Committee before beginning construction and the Prior Restrictions, Family/Staff accommodations and a guesthouse as described herein may be commenced prior to the construction of a primary residence.

F. *Guests.* The number of and the regulations for guests for a guesthouse and Bed and Breakfast shall be specified and approved by the Architectural Committee.

G. *Architectural Styles.* Notwithstanding anything to the contrary contained herein, all improvements of any description shall be restricted to and compatible and consistent with the early Gillespie County Construction period consisting of log cabins or log homes, natural limestone construction, early Fredericksburg frame styles, or any combination thereof.

H. *Carports.* Open carports that shelter only automotive vehicles shall be permitted, provided that the wall or side facing any street or streets that abuts or abut the Tract is enclosed to prevent and prohibit viewing of the interior of the carport from the street and provided that any such carport shall be approved by the Architectural Committee.

I. *Driveways.* The driveway(s) on each Tract shall be improved with crushed granite, asphalt, concrete, or chip seal and shall be approved by, and subject to variances granted by the Architectural Committee. Culverts for driveway shall be in compliance with Gillespie County regulations for County roads.

3. *Occupancy.*

No residence shall be occupied until the exterior thereof shall be completely finished and connected to utilities including water, electrical and solid waste disposal system, all approved by the governing body controlling wells and solid waste disposal systems.

4. *On-site Construction.*

No dwelling house may be moved onto any Tract. All dwelling houses serving as a main residence shall be constructed and built onsite. The relocation or reconstruction of a structure of historic quality and integrity to be used as an accessory building shall be permitted. No mobile, modular, pre-manufactured or industrial built homes shall be used as a dwelling nor stored on any Tract. The term *dwelling house*, for purposes set out in this paragraph, shall include Family/Staff accommodations and *guesthouses*.

5. *Setback Requirements.*

No single-family house, Family/Staff accommodations, *guesthouses*, outbuildings, mailboxes or other improvement or structure shall be erected, constructed, placed or maintained within seventy-five (75) feet of any boundary line of any Tract, except as specified in the Prior Restrictions.

6. *Travel Trailers, Motor Homes, Motor Coaches and other Recreational Vehicles.*

A. After completion of a permanent residence, Tract Owners may store their personal travel trailers, motor homes, motor coaches or other recreational vehicles so long as it is not used as a permanent dwelling and is not stored closer to the road or street than the rear line of the residence. During the period of construction of a dwelling house, Tract Owners may live in their recreational vehicles on the Tract for a period not exceeding twelve (12) months.

B. The location shall be as approved by the Architectural Committee and shall be out of public view.

7. *Boats, Trailers and Other Vehicles.*

All boats, boat trailers, stock trailers or trailers of any kind and vehicles having a load capacity of greater than one (1) ton not covered in Section 5.6 above shall be out of public view and shall be parked on the Property of the Tract Owner to the rear of the main dwelling, subject to approval by the Architectural Committee.

8. *Re-subdivision.*

A. No re-subdivision of Tracts shall be permitted except that Owners of multiple, contiguous Tracts or a Tract larger than twenty-four (24) total acres, may subdivide Tracts provided that such re-subdivision does not result in any one (1) Tract being smaller than twelve (12) acres, or if applicable, the size specified in the Prior Restrictions. Tracts may be combined, or portions of one (1) Tract may be combined with another Tract for one (1) site, in which case the setback and other restrictions shall apply to the re-configured and combined site as though it were one (1) Tract.

B. All re-subdivisions shall be platted and recorded in the plat records of Gillespie County, Texas in order to recognize each as a separate Tract. Both the original and new subdivided Tracts should be of such size as to meet Gillespie County, Texas requirements for inclusion in the Seven Falls Wildlife Management program. In the event due to a re-subdivision of a Tract, an Owner owns more than one (1) Tract, such Owner shall be entitled to only one (1) vote total. Common ownership for the purposes of this provision shall include all entities or trusts or the like under the essential control of a common Owner.

9. *Churches.*

No church shall be erected on any Tract.

10. *Abandoned or Inoperative Equipment.*

No abandoned or inoperative equipment, vehicles or junk shall be permitted or stored on any Tract, road or street in the Property.

11. *Animals.*

Swine shall not be permitted on any Tract. Sheep, goats, cattle (including longhorn cattle) and other livestock, poultry, domestic pets (including dogs and cats) shall be permitted on any Tract for personal use by an Owner, subject to the provisions hereof. All livestock, poultry, unleashed pets and other animals permitted hereunder shall be kept within the boundaries of said Tract at all times and shall not be offensive to adjacent Tract Owners by smell, sight, sound or otherwise, and shall not result in overgrazing. No commercial feeding, breeding, boarding or similar uses, activities or operations shall be conducted on any Tract. Horse and exotic animals such as llamas and various nonnative species shall be allowed on any Tract, subject to the provisions of this Paragraph 11. The number of horses, livestock and other animals (except poultry and domestic pets) shall be limited to one (1) such animal per every three (3) acres of each Tract. Tract 11 shall not be limited by, and shall be exempt from, the restrictions set forth in this Paragraph 11, except for the prohibition against swine and commercial feed operations.

12. *Nuisances/Trash.*

No Person shall cause, permit or allow any noxious condition or offensive activity on any Tract or do anything thereon that is an annoyance or nuisance to the Property and its Owners. Owners shall keep their Tract clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds. No Person shall cause or permit the disposal of trash or garbage of any kind on a Tract or in a Common Area that would adversely affect the natural beauty and value of any Tract. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from any road, and equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition, provided however, that SFOA may engage trash service for the Property, and all Owners shall participate in such trash service and pay the cost thereof per Tract. No person shall bury any garbage or refuse on any Tract. No Owner shall permit anything or condition to exist upon any Tract which shall induce, breed or harbor plant disease or noxious insects. No open fire, burning or clearing shall be permitted on any Tract or within the Property at any time, and no incinerators or like equipment shall be placed, allowed or maintained upon any Tract, without approval of the Architectural Committee. The foregoing shall not be deemed to preclude the use, in customary fashion, of fireplaces and outdoor residential barbecues, grills or fireplaces, subject to the covenants hereof pertaining to the approval of improvements by the Architectural Committee.

13. *Fences.*

No person shall construct any fence on any Tract unless such fence consists of new material, professional in appearance, and is completed in a good and workmanlike manner as to quality and appearance. No person shall construct any fence nearer than twenty-five (25) feet from the middle of any street that abuts the Tract. The Architectural Committee reserves the right to prescribe the nature and location of fencing in a style consistent with the entrance of the Property.

14. *Firearms.*

A. Except as otherwise provided in this subparagraph A, no Person shall hunt or cause or permit the hunting of any Tract or in any Common Area for any purpose other than (i) the protection of the health, safety or welfare of an individual(s) or an individual's property; (ii) the control of pests, varmints or predators with a shotgun or .22 caliber rifle or handgun using bird or rat shot, pellets or .22 caliber short or long cartridges, or (iii) the implementation of the wildlife management plan referred to in Section 7, which Person or individual(s) shall be the only Person or individual(s) allowed to harvest game. At all times if any firearm is discharged, the Person or individual(s) discharging such firearm shall give due regard to the personal safety of the Owners and occupants of neighboring Tracts and may discharge such firearms only in such manner as not to pose a safety hazard or a nuisance to other Owners or occupants. No Person shall cause or permit the prolonged or consistent discharge of firearms on any Tract or in any Common Area for any reason.

B. Notwithstanding any other provision in this subparagraph 14, or in these Restrictive Covenants, the Board may in its sole discretion designate one (1) or more individual(s) to use appropriate firearms to implement the relevant provisions of a wildlife management plan that complies with Texas Property Code §23.5 1.

15. *Alteration of Drainage or Water Courses.*

No Tract Owner shall alter the natural drainage of surface water over and across said Tracts, except as approved by, and with such limitations as may be prescribed by, the Architectural Committee.

16. *Mineral Exploration/Timber.*

No oil, gas or other mineral exploration of any type shall be permitted on any Tract. No oil exploration, drilling, development or refining operations and no quarrying or mining operations of any kind, including oil wells, surface tanks, tunnels or mineral excavations or shafts shall be permitted upon or under any Tract; and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Tract. No timber or tree of any kind may be cut on any of the Common Areas, without the express written consent of the Architectural Committee.

17. *Signs.*

No sign of any kind shall be displayed to the public view on any lot except one (1) of not more than four (4) square feet to identify the Owner only, or one (1) sign of not more than four (4) square feet advertising a Tract for sale or rent and one (1) commercial security company sign. All permitted signs shall be professional in appearance. Temporary garage sale signs are permitted for short periods only. During construction on any Tract, there shall be a sign, in both English and Spanish, stating that no fires are allowed on the Tract or Property.

18. *Radio, Television and Internet Equipment.*

Radio, television, and internet equipment shall be limited to personal use of the Tract Owner. No radio, television or internet aerial wires, tower, antenna or other special apparatus or equipment, satellite dish, dishes, disc or other transmission equipment shall be maintained on any portion of any Tract forward of the front building line of the main structure. No radio or television tower or antenna whose height extends more than seventy (70) feet above the surface of the Tract at the point at which the tower is erected shall be placed or maintained on any Tract. No guy wires or supporting cables shall be attached to radio, television or internet towers. Such towers must be freestanding. Telescopic tubular television towers with support wires may be erected upon or attached to radio or television towers. Such towers must be freestanding. Telescopic tubular television towers with support wires may be erected upon or attached to a residence provided all support wires are attached and anchored to the residence.

19. *Permitted House Occupations.*

The conduct of a home occupation shall be a permitted use which is incidental to the single-family residential use restriction herein specified, only under the following terms and conditions expressly allowed in this subsection 19:

A. The home occupation shall be conducted entirely within a dwelling unit that is the bona fide residence of practitioners or entirely within one (1) accessory garage building other than a carport.

B. No individual(s) other than a Person's family member who resides in the dwelling unit shall participate in the home occupation on the Tract.

C. The residential character of the Tract and dwelling shall be maintained, and no additional buildings shall be added on the Tract for home occupation.

D. The home occupation shall not generate any customer or client related vehicular traffic.

E. No direct selling of merchandise shall occur on the Tract.

F. No equipment or materials associated with the home occupation shall be displayed or stored where visible from anywhere off the Tract.

G. The occupation shall not produce external noise, vibration, smoke, dust, odor, heat, glare, flames, electrical interference or waste run-off outside the dwelling unit or on the Tract surrounding the dwelling.

H. No vehicle used in connection with the home occupation that requires a commercial driver's license to operate shall be parked on any Tract or Common Area.

I. The home occupation shall not be advertised by any signs on the Tract, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio, newspapers or other forms of direct advertising.

J. Nothing herein shall be construed to allow the following businesses or occupations as home occupations: animal hospitals, animal breeding, clinics, hospitals, contractor yards, dancing schools, junk yards, restaurants, rental outlets, vehicle repair shops or massage parlors.

K. Cottage industries that include artisans, artists, painters, photographers, musicians, writers, computer programmers, wood, metal or glass sculptor or other non-offensive activities shall be permitted.

20. *Exemptions.*

To the extent there are any preexisting structures (as of the date hereof) on Tract 11, they are exempt from and shall not be in violation of these Restrictive Covenants.

21. *Utility and Service Lines.*

No electric, power, telephone, water, sewer, cable television or other utility or service lines of any nature or kind shall be placed, allowed or maintained upon or above the ground on any Tract, except to the extent, if any, underground placement thereof may be prohibited by law or would prevent the subject line from being functional. The foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers where required. The Owner of each Tract shall, at the Owner's cost, furnish, install, own and maintain (all in accordance with the requirements of local government authorities and applicable codes) the underground service cable and appurtenances from the point of the metering on customer's structure to the point of attachment at installed transformers or energized secondary junction boxes. Each Owner of each Tract shall, at the Owner's cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the company furnishing service for the location and installation of the meter of such company furnishing service) for the location and installation of the meter of such company for such Owner's Tract. For so long as underground service is maintained, the services to each Tract therein shall be underground and uniform in character.

SECTION 6. EASEMENTS

Full rights of ingress and egress shall be had by SFOA at all times over and upon each Tract for the maintenance and repair of each Tract in accordance with the provisions hereof, and for the carrying out by SFOA of its functions, duties and obligations hereunder, provided that any

such entry by SFOA upon any Tract shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by SFOA at the expense of the Maintenance Fund.

SECTION 7. WILDLIFE MANAGEMENT

1. SFOA is hereby specifically granted the right to develop and implement a wildlife management plan for Tract 12 of the Property that complies with the Texas Property Code §23.51. Each Owner agrees to the payment of dues and assessments for the purpose of implementing and carrying out such wildlife management plan. SFOA may designate a representative to act for it with respect to tax appraisal qualifications/filings and wildlife management.

2. SFOA shall be responsible for overseeing the management of the free roaming wildlife within the Property. In this regard, SFOA shall have an annual wildlife survey (“Survey”) performed on the Property. The Survey shall project the total numbers of sex of each species of wildlife on the Property and shall contain the recommendation as to harvest numbers by sex for each species. SFOA shall use the Survey and the harvest recommendations to determine harvest quotas on what the Property shall produce and such other criteria that SFOA deems to be in the best interest of sound management of the wildlife herd on the Property. SFOA shall be responsible for enforcing the provisions of these Restrictive Covenants relating to wildlife management and shall determine all disputes concerning wildlife between Owners. SFOA’s decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on the disputing Owners.

SECTION 8. MAINTENANCE FUND

1. Maintenance Fund Obligation/Lien.

A. Each Owner of a Tract by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to SFOA as to each Tract platted upon the subdivision plat an annual maintenance charge (“Maintenance Charge”) and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, including reasonable attorney’s fees, shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Maintenance Charge and other assessments and charges are made. The Maintenance Charges and assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on and shall be a continuing lien upon each Tract against which each such Maintenance Charge and assessment is made. Each such Maintenance Charge and assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the Owner of such Tract at the time when the assessment became due.

B. SFOA has the right to improve and maintain the Common Areas, to pay taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements and additions thereto, and to pay the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Areas.

All Maintenance Charges and assessments must be fixed at a uniform rate for all Tracts except as otherwise expressly provided in these Restricted Covenants.

2. Basis of the Maintenance Charge.

A. The Maintenance Charges referred to shall be used to create a fund to be known as the "Maintenance Fund" which shall be used as herein provided; and each such Management Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to SFOA annually, in advance, on or before the first (1st) day of each calendar year, beginning on the date of purchase of the Tract, or on such other basis (quarterly, semiannually or annually) as the Board may designate in its sole discretion.

B. The Maintenance Charge shall be an annual assessment fee of not less than Two Hundred Fifty Dollars (\$250.00). The Board shall determine and assess a Maintenance Charge for the maintenance and operation of the Common Areas or for any purposes set forth in this section. The Maintenance Charge shall not be increased more than ten percent (10%) annually without approval of the Owners of sixty-seven percent (67%) of the Tracts.

C. i. Any Maintenance Charge not paid within thirty (30) days after the due date shall bear an annual late fee for each year (or portion thereof) of dues unpaid as an additional amount of Forty Dollars (\$40.00) per annum.

ii. Before SFOA may suspend an Owner's right to use a Common Area, file a suit against an Owner other than a suit to collect a regular or special assessment, or foreclose under an SFOA lien, charge an Owner for property damage, or levy a fine for a violation of these Restricted Covenants or Bylaws or rules, SFOA or its agent must give written notice to the Owner through the United States Postal Service, postage prepaid, certified, return receipt requested, in accordance with §209.006 of the Texas Residential Property Owners Protection Act ("Act"). No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas available for use by Owners or by the abandonment of his Tract.

D. SFOA shall prepare alternate payment schedule guidelines and file it of record in accordance with §209.0062(A) and/or (B) of the Act and otherwise comply with such Section and §209.0063 of the Act.

E. The exact amount of the Maintenance Charge applicable to each Tract will be determined by the Board during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditure and administration of the Maintenance Fund shall be determined by the Board subject to the provisions hereof.

3. Creation of Lien and Personal Obligation.

Any and all such Maintenance Charges and charges and assessments levied hereunder together with any interest which may accrue thereon in accordance with these Restrictive Covenants, and any and all costs and reasonable attorney's fees which may be incurred by SFOA

in the collection of such Maintenance Charge and other charges and assessments levied hereunder, or in the enforcement of the covenants, conditions and restrictions of these Restrictive Covenants against any Tract or the Owner thereof, shall also be the personal obligation of the Owner of such Tract at the time when the Maintenance Charge or other charges and assessments fell due or when the enforcement of the covenants, conditions and restrictions of these Restrictive Covenants was commenced. The personal obligation for the delinquent Maintenance Charge and/or other charges and assessments shall not pass to the successor in title of any Owner unless expressly assumed by such successor in title, but shall be secured by the continuing lien upon the Tract in favor of SFOA.

4. *Effect of Nonpayment of Maintenance Charge and/or Other Charges and Assessment; Remedies of SFOA.*

A. SFOA may enforce collection of amounts owed by the Owner personally obligated to pay the Maintenance Charge and other charges or assessments levied hereunder or foreclose the lien against the Tract, regardless whether the current Owner has personal liability for the payment of same; and all interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such Maintenance Charge and other charges and assessments levied hereunder in accordance with the Code. Each such Owner, by his acceptance of a deed to a Tract, hereby expressly vests in SFOA or its agents the rights and power to bring all actions against such Owner personally for the collection of such Maintenance Charge and other charges or assessments levied hereunder as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens against real property, including foreclosure by judicial action brought in the name of SFOA or by nonjudicial foreclosure pursuant to the Act, and such Owner hereby (i) expressly grants to SFOA in extra judicial power of sale in connection with the nonjudicial foreclosure of said lien, and (ii) in addition expressly grants and vests in SFOA the right, power and authority to exercise such power of sale through a trustee (or substitute or successor trustee, as may be the case from time to time) appointed in writing by SFOA acting by and through its Chair. If the trustee appointee designated by SFOA to exercise the power of sale and to conduct a foreclosure sale in accordance with the terms of these Restrictive Covenants shall die or become disqualified in his execution of the power of sale, or shall fail or refuse to exercise the same when requested by SFOA, or if for any reason, SFOA shall prefer to appoint a substitute trustee to act instead of any appointed and designated trustee, SFOA shall have full power to appoint at any time by written instrument, a substitute trustee, and if necessary, several substitute trustees in succession who shall succeed to all of the estate, rights, powers and duties of the trustee under the terms of these Restrictive Covenants, and no notice of such appointment need to be given to the Tract Owners or to any other person except the filing for record in the office of the County Clerk of Gillespie County, Texas.

B. In the event that SFOA has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of the Act and to exercise the power of sale hereby granted, SFOA shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the United States Postal Service, postage prepaid, certified, return receipt requested, property addressed to such Owner at the last known address of such Owner according to the records of SFOA. If required by law, SFOA or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Gillespie County, Texas. SFOA, acting by

and through a duly authorized officer or the Trustee and on behalf of the Tract Owners, shall have the power to bid for the interest foreclosed at any foreclosure sale conducted pursuant to the terms hereof and to acquire and hold, lease, mortgage and convey such interest on behalf of the Tract Owners. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by SFOA in accordance with the Act. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of possession thereunder. Further, each Owner, by acceptance of a Deed to a Tract, hereby stipulates and agrees that the recitals contained in any Trustee's or Substitute Trustee's Deed or other instrument executed in due form by any trustee or substitute trustee, acting under the provisions of these Restrictive Covenants, shall be prima facie evidence of the facts recited therein, and that it shall not be necessary to prove in any court, other than by such recitals, the existence of the facts essential to authorize the execution and delivery of such deed or deeds or other instrument in the passing of title thereby, and all prerequisites and requirements of any sale or sales shall be conclusively presumed to have been performed, and all persons subsequently dealing with the interest purported to be conveyed by such deed or deeds or other instrument shall be fully protected in relying upon the truthfulness of such recitals.

C. It is the intent of the provision of this section to comply with the provisions of the Act Sections 209.007, 209.008, 209.009, 209.0091, 209.0092, 209.0093, 209.0094, 209.010, and 209.011, as amended relating to nonjudicial sales by power of sale. Hereafter, the Board, acting without joinder of any other Owner or mortgagee or other person may, by amendment to these Restrictive Covenants filed in the Real Property Records of Gillespie County, Texas, amend the provisions hereof so as to comply with said amendments to the Act.

D. SFOA shall prepare alternate payment schedule guidelines and file it of record in accordance with §209.0062 (A) and/or (B) of the Act and otherwise comply with such Section and §209.0063 of the Act.

5. Liens Subordinate to Mortgages.

Any liens described in this section and the superior title herein reserved in favor of the SFOA shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract and any renewal, extension, management of refinancing them. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by Judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges and assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder acquiring title to a Tract from liability of any Maintenance Charges or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect SFOA's lien for Maintenance Charges or other charges and assessments levied hereunder. SFOA shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the proposed foreclosure of

its respective liens in accordance with this section, which notice shall be sent to the nearest office of such mortgagee through the United States Postal Service, postage prepaid, registered or certified, return receipt requested, and shall contain a statement of the delinquencies or other charges or assessments upon which the proposed action is based; provided, however, the failure to give such notice shall not impair or invalidate any foreclosure conducted by or on behalf of SFOA pursuant to the provisions of this section.

6. Purpose of the Maintenance Charge.

The Maintenance Charge levied by SFOA shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Property, in particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of SFOA's duties described in this section, including the maintenance of the Common Areas and the establishment and maintenance of a reserve fund for maintenance of the Common Areas. The Maintenance Fund may be expended by SFOA for any purposes which, in the judgment of SFOA, will tend to maintain the values in the Property, including, but not limited to providing funds for the actual cost to SFOA of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Areas as may from time to time be authorized by the Board, and other facilities, services and activities as may from time to time be authorized by the Board, including, but not limited to construction, maintenance and operation of an administration and/or maintenance building, salaries of personnel and fees paid to independent contractors, mowing of grass and weeds within the Property and maintaining and caring for the Common Areas, rent or purchase of any equipment needed to perform the duties of SFOA and maintenance or replacement of such equipment, the operation, maintenance, repair and replacement of parks, recreational grounds and equipment and improvements, payment of all legal and other expenses incurred in connection with the collection and administration of the Maintenance Charge and other charges and assessments required by these Restrictive Covenants or that the Board shall determine to be necessary to meet the primary purposes of SFOA. Except for SFOA's use of the Maintenance Charge to perform its duties described in these Restrictive Covenants and in its Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of SFOA as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

7. Exempt Property.

The following property subject to these Restrictive Covenants shall be exempt from the Maintenance Charge and all other charges and assessments created herein:

- A. all properties dedicated to and accepted by a local public authority;
- B. the Common Areas; and
- C. all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge except as otherwise provided in this section.

SECTION 9. ENTRANCEWAY/MAILBOXES

Mailboxes are located on Tract 1 at the Property's intersection with FM 2721. Mailboxes and such entranceway and the pad on which the mailboxes are located shall be part of and included in the Common Areas. The responsibility for maintenance, repair and illumination of the entrance way shall be an obligation and burden of SFOA. The Owners shall receive mail delivery only at such mailboxes, and no individual mailboxes and no mail delivery shall be permitted on or to any Tract.

SECTION 10. DURATION AND AMENDMENT

1. These Restrictive Covenants shall be binding and effective until December 31, 2034, A.D., at which time these Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless terminated in writing by the Owners of sixty-seven percent (67%) of the Tracts within the Property.

2. The Owners of sixty-seven percent (67%) of the Tracts may amend these Restrictive Covenants by executing an instrument waiving or amending the restrictions, protective covenants or conditions in these Restrictive Covenants, each Tract having one (1) vote per Tract no matter the number of Owners. A Tract Owner shall be deemed to be the record owner of legal title as shown by the Real Property Records of Gillespie County, Texas ten (10) business days prior to the first date such instrument is executed. Any amendments shall be in writing and shall not be effective until duly recorded in the Real Property Records of Gillespie County, Texas. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract Owners.

SECTION 11. PARTIAL INVALIDITY AND WAIVER

If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this instrument or the application thereof shall not be affected thereby, nor shall any failure of SFOA or a Tract Owner to seek enforcement of or determination of the validity of any term or provision of this instrument constitute a waiver of any right to do so in the future.

SECTION 12. ENFORCEMENT

1. Right to Enforcement/Severability/Covenants.

SFOA and every other person, firm or corporation hereafter having any right, title or interest in any Tract or parcel of land in the Property shall have the right to enforce at law or in equity in Gillespie County, Texas, all restrictions and covenants in this instrument. 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. Invalidation of any one (1) 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. 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 Property and shall be binding on all Persons having any right, title or interest in the Property in whole or in part and their heirs, successors and assigns. These Restrictive Covenants shall be for the benefit of the Property, each Tract and each Tract Owner.

The Board has the authority, without the obligation, to promulgate, amend, cancel, limit, create exceptions to, and enforce rules, policies, and guidelines, including rules and policies concerning the administration of the Property, the enforcement of the Dedicatory Instruments, the use and enjoyment of the Property, limitations on the use of the Common Area, and establishing and setting the amount of fines for violations of the Dedicatory Instruments and all fees and costs generated in the enforcement of the Dedicatory Instruments. Such rules, policies, and guidelines are binding upon all Owners and residents; *provided, however*, the Board shall not adopt any rules, policies, or guidelines that contravene these Restrictive Covenants.

2. *Attorney's Fees.*

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

3. *Liberal Interpretation.*

These Restrictive Covenants shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

4. *Headings.*

The headings contained in these Restrictive Covenants are for reference purposes only and shall not in any way affect the meaning or interpretation of these Restrictive Covenants.

5. *Notices.*

Any notice required to be given to any Owner or otherwise under the provisions of these Restrictive Covenants shall be deemed to have been properly delivered when deposited in the United States Postal Service mail, postage prepaid, addressed to the last known address of the Person to whom it is addressed, as appears on the records of SFOA at the time of such mailing.

6. *Disputes.*

It is the intent of the SFOA to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the following dispute resolution procedures control and attempt to resolve all claims, grievances, or disputes involving the Property, including claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of these Restrictive Covenants and the Dedicatory Instruments.

A. No dispute between any of the following entities or individuals may be commenced until the parties have submitted to non-binding mediation: Owners, Persons, the Board, officers in the SFOA, or the SFOA; provided, however, the Board has discretion to determine whether the SFOA will participate in the dispute resolution procedures regarding claims made by the SFOA or enforcement of the Dedicatory Instruments. Disputes between Owners that are not regulated by this Declaration are not subject to the dispute resolution process provided herein.

B. By agreeing to use the dispute resolution process above, the parties in no way waive their rights to extraordinary relief, including temporary restraining orders or temporary injunctions, if such relief is necessary to protect or preserve a party's legal rights before a mediation may be scheduled.

C. The provisions of this Section dealing with alternate dispute resolution do not apply to the collection of assessments or other charges provided for herein, or the foreclosure of the lien by the SFOA as set out in these Restrictive Covenants.

If mediation is utilized, the mediation will take place under the "Ethical Guidelines for Mediators" adopted by the Texas Supreme Court. If the parties do not settle the dispute within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. Thereafter, the parties may file suit or initiate arbitration proceedings, as appropriate and as provided by this Section. Any arbitration shall be conducted under the commercial arbitration rules of the American Arbitration Association, which shall be commenced by either Person by filing a demand for arbitration upon the other Person or Persons. The arbitrator shall be selected by the mutual approval of the Persons involved, and if no mutual approval is achieved within thirty (30) days, any Person may petition a District Judge sitting in Gillespie County, Texas to appoint such arbitrator. The decision of the arbitrator shall be final and binding on all Persons. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in any action brought by a Person shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.

[SIGNATURE PAGE(S) FOLLOW]

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the Chair of Seven Falls Owners Association, a Texas nonprofit corporation.

That this instrument constitutes the Amended and Restated Dedication & Restrictions of Seven Falls Owners Association, and has been adopted by the Owners of 67% of the Tracts within the Property as evidenced by the signatures attached to these Restrictive Covenants as Exhibit A.

IN WITNESS WHEREOF, the undersigned representative has executed these Restrictive Covenants this ____ day of _____, 2024.

SEVEN FALLS OWNERS ASSOCIATION,
a Texas nonprofit corporation

By: _____

Print Name: _____

Title: Chair

STATE OF TEXAS §
 §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared _____, the Chair of Seven Falls Owners Association, a Texas nonprofit corporation, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes expressed in these Restrictive Covenants and in the capacity expressed above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2024.

Notary Public – State of Texas

EXHIBIT A

Signature	Printed Name	Tract #
