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98 SAN JACINTO BLVD., STE. 400
AUSTIN, TEXAS 78701

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CIMARRON HILLS

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CIMARRON HILLS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIMARRON HILLS is made this ____ day of _____, 2001 by, **PALOMA CIMARRON HILLS, L.P.**, a Texas limited partnership (hereinafter referred to as "Declarant"), and joined by **CIMARRON HILLS COUNTRY CLUB, L.P.**, a Texas limited partnership (hereinafter referred to as "Club") and **CIMARRON HILLS COMMUNITY ASSOCIATION, INC.**, a Texas not-for-profit corporation (hereinafter referred to as the "Association").

A. Declarant holds title to that certain real property located in Williamson County, Texas, as defined in this Declaration as the "Property."

B. Declarant intends to develop the Property (including any Additional Property added thereto) in accordance with this Declaration as a master planned residential community to be known as Cimarron Hills.

C. Declarant has caused an association, named Cimarron Hills Community Association, Inc., to be formed for the purposes set forth in this Declaration and the Articles of Incorporation for the Association.

STATEMENT OF DECLARATION

The Property shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, reservations, assessments and other provisions set forth in this Declaration, which shall run with the Property, shall bind all parties having any right, title, or interest in any part of the Property, their successors and assigns, and shall inure to the benefit of each Owner (as hereinafter defined) thereof and which shall read as follows:

**ARTICLE I
DEFINITIONS**

1. ADDITIONAL PROPERTY

"Additional Property" shall mean any real property owned by Declarant that may be subjected to this Declaration by Declarant from time to time in accordance with the terms of this Declaration. Prior to the Turnover Date (as hereinafter defined), Declarant, may in

its sole and absolute discretion, designate real property owned or acquired by Declarant as Additional Property.

2. AREA OF COMMON RESPONSIBILITY

"Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, a resolution of the Board of Directors of the Association, or an agreement with the Club, or a governmental agency, shall become the responsibility of the Association, including without limitation canals, lakes, reservoirs and other public areas located within or adjacent to the Property designated by Declarant as part of the Area of Common Responsibility.

3. ARTICLES

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

4. ASSESSMENT

"Assessment" shall mean and refer to charges levied against Lots to fund Common Expenses and any other expenses of the Association and shall include Common Assessments and Special Assessments.

5. ASSOCIATION

"Association" shall mean and refer to Cimarron Hills Community Association, Inc. and its successors or assigns. The Association is the property owners' association for the entire Community.

6. BOARD OF DIRECTORS OR BOARD

"Board of Directors" or "Board" shall mean and refer to the governing body of the Association.

7. BUILDER

"Builder" shall mean a Person who acquires a Lot for the purpose of constructing and reselling a Unit on it.

8. BY-LAWS

"By-Laws" shall mean and refer to the By-Laws of the Association, as the same may be adopted or amended from time to time.

9. CIMARRON HILLS ARCHITECTURAL REVIEW COMMITTEE

"Cimarron Hills Architectural Review Committee" or "ARC" shall mean the committee formed to consider, review and act upon all proposals, plans, applications, or submittals related to the development of single family residential homesites in Cimarron Hills submitted in accordance with the Improvement Requirements set forth in the Community Design Book for Cimarron Hills attached hereto as Exhibit "C" and made a part hereof for all purposes; to maintain the architectural and environmental character of Cimarron Hills; to administer and enforce the design review and construction process for the construction of single family residences on developed lots in Cimarron Hills; and to promulgate and amend the Improvement Requirements set forth in the Community Design Book for Cimarron Hills.

10. CLUB

"Club" shall mean Cimarron Hills Country Club, L.P., a Texas limited partnership, which shall own and operate the Club Property.

11. CLUB PROPERTY

"Club Property" shall mean all of the real property owned by the Club or its successors or assigns legally described on Exhibit "B" attached hereto, plus all of the recreational and social facilities constructed thereon, which will be operated by the Club or its successors or assigns and commonly known as Cimarron Hills Country Club, including, without limitation, the Golf Course, Driving Range, Putting Green, Golf Clubhouse and related facilities, Swim/Racquet Clubhouse and related facilities. THE CLUB PROPERTY IS NOT COMMON AREA.

12. COMMON AREA

"Common Area" or "Common Areas" shall mean all of the real property owned by the Association, plus all property designated as Common Areas in any future Supplemental Declaration or any portion of a plat or replat of the Property dedicated to or for the Association together with any improvements thereon and any personal property owned by the Association, and which are intended for the common use and enjoyment of all Members of the Association. Common Area shall also include the Exclusive Common Area unless the context otherwise requires.

13. COMMON ASSESSMENTS

"Common Assessments" shall mean those Assessments for which all Members of the Association are responsible to pay for Common Expenses.

14. COMMON EXPENSES

"Common Expenses" shall mean the actual and estimated costs and expenses incurred or to be incurred by the Association for the general benefit of all Owners, including any reasonable reserves for deferred maintenance, repairs or replacements, which the Board of Directors may find necessary and appropriate.

15. COMMUNITY

"Community" shall mean the master planned community to be known as Cimarron Hills.

16. COMMUNITY DESIGN BOOK

"Community Design Book" is the information resource for Owners and Builders of homesites in Cimarron Hills, their architects, contractors and landscape consultants, setting forth the physical and environmental elements of design, both architectural and landscaping, that incorporate the Improvements Requirements for the construction of residential improvements on a Lot in Cimarron Hills. The Community Design Book is attached hereto as Exhibit "C" and made a part of this Declaration by reference for all purposes.

17. COMMUNITY-WIDE STANDARDS

"Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Community, as set forth in this Declaration or as may be specifically determined by the Board of Directors and the ARC.

18. DECLARANT

"Declarant" shall mean and refer to Paloma Cimarron Hills, L.P., a Texas limited partnership, or one of its successors or assigns; provided, however, that any assignment of the rights of the Declarant, as Declarant, must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder. The Declarant may assign all or part of its rights hereunder by a Supplemental Declaration.

19. DECLARATION

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Cimarron Hills, as the same may be amended or supplemented from time to time.

20. DOCUMENTS

"Documents" shall mean this Declaration (including the Community Design Book attached hereto), and the Articles, By-Laws, and Rules and Regulations of the Association.

21. EXCLUSIVE COMMON AREA

"Exclusive Common Area" shall mean and refer to certain portions of the Common Area, including any improvements and fixtures thereon, the use of which has been granted exclusively or primarily to one or more, but less than all, Units for the common use and enjoyment of Owners of such Units. Such Exclusive Common Area shall be designated by Supplemental Declaration.

22. IMPROVEMENT

"Improvement" shall mean every structure and all appurtenances thereto of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, patios, tennis courts, swimming pools, garages, driveways, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, pipes, lines, meters, and other facilities used in connection with construction of a Unit on a Lot.

23. IMPROVEMENTS REQUIREMENTS

"Improvements Requirements" are the requirements as set forth in the Community Design Book that governs the construction of any Improvements on any Lot.

24. INSTITUTIONAL MORTGAGEE

"Institutional Mortgagee" shall mean: (a) any generally recognized lending institution having a first mortgage lien upon a Lot or (b) such other lenders as the Board of Directors shall hereafter approve in writing which have acquired a first mortgage lien upon a Lot.

25. LOT

"Lot" shall be an inclusive term referring to a portion of the Property, whether developed or undeveloped, intended for development, use, and occupancy as a residence and shall, unless otherwise specified, include within its meaning by way of illustration, but not limitation, condominium units, villas, patio homes, and single-family homes, as well as vacant land intended for development as such, all as may be developed, used and defined as herein provided or as provided in a Supplemental Declaration covering all or a part of the Property. The term shall include all portions of the Lot owned as well as any structure thereon.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for residential use for such parcel on the site plan approved by Declarant until such time as a subdivision plat has been recorded in the Official Public Records of Williamson County, Texas on all or a portion thereof. After a subdivision plat has been recorded on all or a portion thereof, the portion designated in that plat shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

26. MASTER PLAN

"Master Plan" shall mean and refer to the plan for the development of the Property, as the same may be amended or supplemented from time to time.

27. MEMBER

"Member" shall mean and refer to a Person entitled to membership in the Association. All Owners shall be Members of the Association; provided, however, that there shall be no more than one Member for each Lot. In addition, Declarant and the Club shall also be Members of the Association as described more fully in Article VIII, Section 1 hereof and the By-Laws of Association.

28. OWNER

"Owner" shall mean and refer to the record owner of fee simple title to a Lot (including Declarant, Builders and the Club, but specifically excluding any party holding an interest merely as security for the performance of an obligation). The term Owner may also include any other Person who owns any portion of the Property other than the Association.

29. PERSON

"Person" means any individual, corporation or other legal entity.

30. PLAT

"Plat" shall mean a subdivision plat of any portion of the Development as recorded in the Official Public Records of Williamson County, Texas, and any amendments thereto.

31. PROPERTY

"Property" shall mean and refer to the real property legally described on Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.

32. SPECIAL ASSESSMENT

"Special Assessment" shall mean and refer to assessments levied in accordance with Article IX, Section 5 hereof.

33. SUPPLEMENTAL DECLARATION

"Supplemental Declaration" shall mean a supplement to this Declaration executed by or consented to by Declarant in accordance with Article II, Section 2 hereof.

34. TURNOVER DATE

"Turnover Date" shall mean the date on which the Class "B" Membership ceases to exist and is converted to a Class "A" Membership, as further described in Article VIII, Section 3 hereof.

35. UNIT

"Unit" shall mean and refer to any structure constructed on a Lot, including without limitation, single-family homes and condominium units.

ARTICLE II GENERAL PLAN FOR DEVELOPMENT

1. PLAN FOR DEVELOPMENT

(a) In General. Declarant presently plans to develop the Property as a multi-phased residential community with golf and related recreational amenities, various common areas, in accordance with the Master Plan and subject to any required governmental approvals. Declarant also reserves the right to develop any portion of the Property for commercial uses in accordance with this Declaration, the Master Plan and any applicable governmental approvals. Declarant reserves the right to modify the Master Plan in its sole discretion from time to time and the consent of the Association, any Owner and any mortgagee of any Owner shall not be required in connection therewith.

(b) Declaration; Association. This Declaration is not a declaration of condominium. No portion of the Property is submitted by this Declaration to the condominium form of ownership; provided, however Declarant reserves the right to set aside certain portions of the Property for condominium or townhouse use, subject to the terms of this Declaration. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Property as set forth more fully in the Documents.

2. SUPPLEMENTAL DECLARATIONS

Declarant shall have the right, alone and in its sole discretion, to execute and record in the Official Public Records of Williamson County, Texas, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

3. ANNEXATION OF ADDITIONAL PROPERTY

(a) Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right, privilege, and option, in its sole discretion, to subject any additional property to the provisions of this Declaration and to the administration of the Association by filing a Supplemental Declaration in the Official Public Records of Williamson County, Texas. Such Supplemental Declaration shall not require the consent of any of the Owners, any mortgagee of any Owner or the Association, but shall require the consent of the owner of such additional property, if the owner of such additional property is other than Declarant. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the right, in its sole discretion, to transfer to

any other Person the right, privilege, and option to annex additional property which is reserved herein to Declarant, provided that such transfer is memorialized in a Supplemental Declaration.

(b) After the Turnover Date. Following the Turnover Date, Declarant shall have the unilateral right, privilege and option, to subject to the provisions of this Declaration and the jurisdiction of the Association from time to time and at any time all or any additional property owned by Declarant, or one of its successors or assigns. Such annexation shall be accomplished by filing in the Official Public Records of Williamson County, Texas, a Supplemental Declaration annexing such additional property. Such Supplemental Declaration shall not require the consent of any of the Owners, any mortgagee of the Owners or the Association, but shall require the consent of the owner of such additional property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Following the Turnover Date, the Association may not subject any property to the provisions of this Declaration and the jurisdiction of the Association without: (a) the affirmative votes of a majority of the Class "A" Members of the Association either in writing or present, in person or by proxy, at a meeting duly called for such purpose, (b) the consent of the owner of such property, (c) the consent of the Club, and (d) the consent of Declarant so long as Declarant owns any portion of the Property.

4. AMENDMENT OF ARTICLE

This Article shall not be amended without the prior written consent of Declarant, so long as Declarant owns any portion of the Property or the Additional Property, and the consent of the Club.

ARTICLE III LAND DESIGNATION AND ADMINISTRATION

1. IN GENERAL

The Property may be subjected to designated uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any use for the Property consistent with the terms of the Master Plan, this Declaration and applicable law. Without limiting the foregoing, the Property may be used in the following manner:

(a) Residential Areas. Residential areas shall be those areas used for residential use, which shall include Lots and improvements associated with residential purposes and uses including, but not limited to streets, driveways, sidewalks, entranceways, street lighting, open spaces, parking spaces, landscaping, swimming pools, other recreational facilities and other areas or amenities appurtenant to the Lots. Unless otherwise provided in a Supplemental Declaration, each Owner shall be responsible for the maintenance of his or her Lot.

(b) Common Area, Exclusive Common Area

(1) In General: Every Owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time, and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of use and enjoyment in the Common Area to the members of his or her family, lessees and invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. Declarant shall determine the manner of making improvements to all Common Area and the use thereof so long as Declarant owns any portion of the Property, and, thereafter, the Association shall have the same right provided the general quality of the Master Plan is not materially and detrimentally changed.

(2) Administration and Operation: The administration and operation of the Common Area shall be the responsibility of the Association, except that the Association with the prior consent of the accepting party may assign or delegate such responsibility, in whole or in part, exclusively or non-exclusively, and permanently or temporarily, for any portion of the Common Area to the Club, a governmental entity or other Person determined to be appropriate by Declarant so long as Declarant owns any portion of the Property.

(3) Certain Declarant Rights: Declarant shall have the right, so long as Declarant owns any portion of the Property, to, in its sole and absolute discretion, alter the boundaries of the Common Area and construct, develop or modify the Common Area and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by Declarant, in its sole discretion, without the joinder or consent of any Person, including, without limitation, the Association, any Owner or any mortgagee of any Owner.

(4) Declarant Approval: The Association shall not abandon, partition, alienate, release, transfer, hypothecate, or otherwise encumber the Common Area so long as Declarant owns any portion of the Property without the prior written approval of Declarant and, thereafter, without the prior approval of a majority of the votes eligible to be cast by the Class "A" Members and the consent of the Class "C" Member. The preceding sentence shall not prohibit the Association from granting such easements over, under and above Common Area as are reasonably necessary or appropriate for the development and operation of the Property in a manner consistent with the provisions of this Declaration, nor shall the foregoing prohibit the Association from encumbering Common Area provided such encumbrances are solely to secure loans obtained for improving Common Area, and the lien of such encumbrance is not superior to the provisions of this Declaration.

(5) Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Areas and reserved for the exclusive use of Owners and occupants of specific Lots as determined by the Declarant or the Association. By way of illustration and not limitation, Exclusive Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular area.

(c) Other Uses. Declarant may use any portion of the Property for commercial purposes. Any such use shall be designated by Declarant in a Supplemental Declaration, and Declarant may, in any such Supplemental Declaration, set forth any restrictions, conditions and covenants that run with such portion of the Property. Declarant may also set forth any rights and obligations of the Owner of such portion of the Property, and the manner in which such portion of the Property shall be administered and assessed under this Declaration. Notwithstanding the foregoing, a portion of the Property may be used as a sales center for the sale and resale of Lots and Units within the Community and/or memberships in the Club. Declarant may assign, in whole or in part, its rights under this Article III, Section 1(c).

2. DISPUTES AS TO USE

If there is any dispute as to whether the designation of any portion of the Property complies with this Declaration, any Supplemental Declaration, or any other documents, then, so long as Declarant owns any portion of the Property, the dispute shall be referred to Declarant. After Declarant no longer owns any portion of the Property, the dispute shall be referred to the Association. The determination rendered by Declarant or the Association, as the case may be, shall be final and binding on all Persons involved in the dispute.

ARTICLE IV DEVELOPMENT OF COMMON AREAS

1. CONSTRUCTION AND INSPECTION OF COMMON AREA

Declarant (or Builders) will construct, furnish and equip, at its sole cost and expense, Common Area. Upon completion of construction of Common Area, Declarant (or the Builder, as the case may be) will engage independent licensed inspectors to inspect any Common Area improvements to determine if they were built in substantial accordance with the applicable plans and specifications as modified by any change orders. Any repairs indicated by the inspection reports shall be completed by Declarant (or by the Builder if the improvements were constructed by a Builder), at its sole cost and expense.

2. TRANSFER OF COMMON AREA

On or before the Turnover Date, Declarant agrees to convey, transfer, assign and deliver to the Association, and the Association shall accept from Declarant, Declarant's interest in the Common Area as the same exists on the date of conveyance.

3. DISCLAIMER OF WARRANTIES

The Association agrees that the Common Area shall be conveyed in its "AS IS, WHERE IS" condition and without warranty or representation, express or implied, and without recourse, and Declarant disclaims and makes no representations, warranties or other agreements express or implied with respect thereto, including without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular

purpose, and representations or warranties regarding the condition, design, construction, accuracy, completeness, adequacy of the size or capacity in relation to utilization or the future economic performance or operations of the Common Area. Neither the Association nor any Owner shall have the right to make any claim against the Declarant relating to the condition, operation, use, accuracy or completeness of the Common Area or for incidental or consequential damages arising therefrom. Declarant will transfer and assign to the Association, without recourse, all warranties that it receives from manufacturers and suppliers relating to any of the Common Area that exist and are assignable.

ARTICLE V USE RESTRICTIONS

1. IN GENERAL

The Property shall be used only for residential, recreational, and related business and commercial purposes, which purposes may include, without limitation, offices for any property manager retained by the Association or business, sales, or real estate offices for Declarant or the Association and other businesses which serve and are a part of the Community, as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have authority to make, and the Association acting through its Board of Directors shall have the authority to enforce, standards and restrictions governing the use of the Property in addition to those contained herein and in the Community-Wide Standards. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the provisions of this Article.

(a) Accessory Structures. Tool sheds, storage sheds or structures of a similar kind or nature are not permitted on any part of the Property.

(b) Air Conditioning Units. Except as may be permitted by the ARC, no window air conditioning units may be installed in any Unit.

(c) Animals and Pets. No animals, reptiles, livestock, outdoor cats, pigs, wildlife or poultry or any kind shall be raised, bred or kept on any portion of the Property, except that dogs, indoor cats or other usual and common household pets may be permitted on a Lot. No pets are permitted to roam free, make objectionable noise, or constitute a nuisance or inconvenience to the other Members of the Association. If the Board of Directors determines, in its sole discretion, that any Owner's household pet endangers the health and safety of the Members of the Association, makes objectionable noise, or constitutes a nuisance or inconvenience to the other Members of the Association, the Board of Directors shall give the Owner written notice requesting the Owner to take all necessary corrective action to eliminate such objections, and if the Owner fails to timely take such corrective action, the Board of Directors shall have the right to (i) levy fines against the Owner enforceable by liens against the Owner's Lot as set forth in Article IX, Section 7 hereof, (ii) file suit against the Owner seeking

all appropriate judicial relief, including, without limitation, injunctive relief, or (iii) contact the applicable governmental authorities to have the pet removed from the Property. No pets shall be kept, bred or maintained for any commercial purpose. Household pets shall at all times whenever they are outside the Owner's Unit be confined on a leash held by a responsible person, except for dogs which are confined in a fenced dog run area on such Owner's Lot that has been approved in writing by the ARC. No household pet may be "staked" outside the Owner's Unit on a leash. For purposes of this section, "objectionable noise" includes, but is not limited to, dogs barking for more than ten (10) minutes and more than two (2) times an hour for more than ten (10) minutes. The Board of Directors, in its sole discretion, shall have the right to establish such other rules and regulations relating to "objectionable noise" or maintaining household pets on a Lot or on the Property, and to establish fines and other penalties relating to household pets.

(d) Antennas, Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any Unit or Lot, except as permitted by the ARC. The Association may, but shall not be required, to enter into a bulk rate cable television agreement to provide cable television service to all of the Lots as provided in Article XIX hereof. The enforcement of this sub-section and the Community Design Book standards shall be subject to then current Federal Communication Commission rules governing restrictions which impair reception of television broadcast signals, direct broadcast satellite services or multi-channel, multipoint distribution systems.

(e) Artificial Vegetation, Exterior Decorations, and Seasonal Decorations. No artificial vegetation shall be permitted on any Lot. The ARC must approve any exterior decorations, including without limitation, sculptures, ornaments, fountains, flags, and similar items. In keeping with the desire to maintain a low ambient light level in the Community, the use of exterior lighting as decoration is limited to the period between Thanksgiving and one week after New Year's weekend as set forth in guidelines for seasonal decorations as published by the ARC.

(f) Garbage Cans, Mechanical Equipment. Garbage cans, mechanical equipment, including, without limitation, electrical meters, gas meters and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets and the Club Property. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon.

(g) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall

be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Property or its use of any Units it owns within the Property.

(h) Decks. Decks must be located at the rear of Units and must be approved by the ARC. The configuration, detail and railing design of a deck should be harmonious with the architectural style of the Unit and the Community.

(i) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than Declarant, the Club or the Association, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself, the Club and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow.

(j) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot or Unit unless it is an integral and harmonious part of the architectural design of the Lot or Unit, as determined in the sole discretion of the ARC. Under no circumstances shall solar panels be installed so as to be visible from any street in the Community or from any portion of the Club Property and must be a part of the original plan submitted to the ARC. Energy conservation equipment cannot be added at a later date without the written approval of the ARC.

(k) Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association shall not be obligated to take action to enforce this Section.

(l) Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Property shall be installed, constructed or operated by any Person, other than the Association, Declarant or the Club, without the prior written approval of the ARC. All Lots are required to have an underground irrigation system.

(m) Lighting. Prior to installation, the ARC must approve all exterior lighting.

(n) Mailboxes and Exterior Hardware. Individual mailboxes and newspaper delivery tubes are not permitted. Declarant will install community mailbox areas for all Owners. The Association will maintain all community mailbox areas. The style and design of all lettering, numbering and exterior hardware must be in accordance with the Design Guidelines.

(o) Maintenance of Lots.

(i) Landscaping. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be placed or suffered to remain upon any Lot. All landscaping, sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. All landscaping is subject to the landscaping design guidelines set forth in Community Design Book.

(ii) Painting. The painting of the exterior of all Units shall be properly maintained. No excessive cracks, peelings, strippings or mildew shall be allowed to remain unremedied. All Owners must repaint the exterior of their Unit and Improvements with the original color approved by the ARC. The ARC must approve any color changes in advance.

(iii) Roofing. The roofs of all Units shall be maintained in a clean, neat and attractive condition with a full complement of roof tiles.

Upon the failure to maintain the premises as aforesaid to the satisfaction of the Association, the Association may, but shall not be required to, enter upon such premises and make such improvements or corrections as may be necessary, the costs of which along with an administrative surcharge of fifty percent (50%) of such amount shall be assessed against the affected Owners in accordance with Article X hereof or as may be determined by the Board of Directors from time to time.

(p) Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Units. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property.

(q) Occupants Bound. All provisions of this Declaration, the By-Laws, the Articles and the Rules and Regulations or any use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the By-Laws, the Articles and the Rules and Regulations and shall be responsible for all violations and losses to the Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, By-Laws, Articles and Rules and Regulations.

(r) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Notwithstanding this provision, fuel tanks for storage of fuel for ranges, ovens, dryers, water

heaters, dwellings, pools, gas grills and similar equipment may be permitted if installed underground and approved by the ARC.

(s) Vehicles/Parking.

(i) Vehicles to be Kept in Garages. All vehicles to be kept on a Lot by the Owner or occupant shall, after sunset, be housed inside the enclosed garage. If an owner has more vehicles than garage space up to two (2) vehicles may be parked in the driveway. No vehicles of any kind, whether owned or operated by an Owner or occupant shall, in lieu of being parked inside the enclosed garage or in the driveway as provided above, be parked at any time on any street within the Property. Garage doors shall remain closed at all times except during ingress and egress.

(ii) Only Current Licensed Vehicles Permitted. No motor vehicle without a current inspection sticker and license, and no motor vehicle with a designation of over $\frac{3}{4}$ ton shall be kept within the Property, without the prior written approval of the Board of Directors.

(iii) Trucks, Trailers and Inoperable Vehicles. Trailers, graders, trucks (other than pick-ups), tractors, inoperable vehicles, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures and no repair or maintenance work shall be done on any of the foregoing, or on any automobile or pick-up truck (other than minor emergency repairs), except in garages or other structures.

(iv) Garage Doors to Remain Closed. Garage doors will be kept completely closed at all times except when a vehicle enters or exits, a person is present in the garage, a person is engaged in yard work, or there is any other activity in progress outside the Residence which is facilitated by an open garage door.

(v) Prohibited Use of Parking Space in Garage. Each garage in a Unit located on a Lot must contain a minimum of two (2) parking spaces ("Garage Parking Spaces") that are exclusively reserved for the parking of two (2) operable vehicles for use by the Owner of the Lot. Garage Parking Spaces may not be used for parking of boats, sport watercraft, motorcycles, bicycles or other recreational vehicles, and additional parking spaces in a garage must be designed for such recreational vehicles. Storage space and work areas are permitted in garages as long as such areas are in addition to the Garage Parking Spaces. Use of Garage Parking Spaces for work area/storage (including inoperable vehicles, boats, sport watercraft, motorcycles, bicycles, recreational vehicles, boxes, toys, exercise equipment, furniture, and work bench) to the exclusion of one or more vehicles is strictly prohibited.

(vi) Towing. Any vehicle parked in violation of this paragraph (s) or parking rules promulgated by the Board may be towed in accordance with applicable law.

(vii) Delivery and Service Vehicles. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit.

(t) Playground, Play Equipment, Basketball Hoops, Strollers. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets, adjacent Lots, or property adjacent to the Unit. No such items shall be allowed to remain in the open so as to be visible from adjacent property when not in use. Notwithstanding the above, the Board of Directors may, but shall not be obligated, to permit swing sets and similar permanent playground equipment to be erected within the Community provided the ARC approves them. Any playground or other play areas or equipment furnished by the Association or erected within the Community shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. All basketball hoops, backboards and other such items shall be subject to the approval of the ARC; provided, however, portable regulation basketball hoops are not permitted at any time. No basketball hoop will be installed on any Lot that permits play in the streets. Sport and tennis courts will usually not be approved for lots unless special mitigating measures are applied, and then only upon the approval of the ARC on a case-by-case basis.

(u) Pools. No pools or spas shall be erected, constructed or installed on any Lots unless approved by the ARC.

(v) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, pickup trucks, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted within the Community. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Lot during daylight hours (except for emergency repairs) for such period of time as is reasonably necessary to provide service or make a delivery to a Lot. This paragraph shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Association, Declarant or their designees.

(w) Roadways, Sidewalks, Driveways. All utilities within the Property shall be installed underground. Utility lines, including without limitation cable television and gas, may only be installed, repaired or replaced under existing roadways, sidewalks and driveways by a method which will not disturb the paved surface of such roadway, driveway or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

(x) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. Each Owner is solely and exclusively responsible to maintain such fences, walls, hedges or shrub planting on such Owner's Lot to insure no traffic or sight distance problems exist. The Association has no duty or obligation to maintain any such fences, walls, hedges or shrub planting on any Owner's Lot, and all Owners shall indemnify and hold the Declarant and the Association harmless of and from any and liability, damage, claim, obligation or cause of action arising out of any Owner failing to properly maintain such fence, wall, hedges or shrub planting that in any manner cause or relate to traffic or sight distance problems.

(y) Signs and Flagpoles. No signs (including, without limitation, "For Sale" signs, "For Lease" signs, political signs, contractor signs or any other signs), billboard, advertisement, or flagpole shall be erected except as otherwise specifically permitted by the ARC. The Board of Directors, in its discretion, shall have the right to erect signs it deems appropriate.

(z) Subdivision of Unit and Timesharing. No Lot shall be subdivided or its boundary lines changed except by Declarant. No Unit shall be made subject to any type of timeshare program, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years, except that Declarant hereby reserves the right for itself and its assigns to operate such a program with respect to Units which it owns. This paragraph shall not prohibit ownership of a Unit by up to four (4) joint tenants or tenants-in-common.

(aa) Tents, Trailers and Temporary Structures. Except as may be permitted by the ARC during initial construction within the Community, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed within the Community.

(bb) Tree Removal. No trees, other than diseased or dead trees or for safety reasons, shall be removed unless approved by the ARC. Any stumps resulting from trees being damaged by acts of God must be removed. This Section shall not apply to Declarant or the Club.

(cc) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except as otherwise specifically permitted by Declarant or the ARC.

(dd) Walls and Fencing. Except as otherwise specifically permitted by the ARC or in the Community Design Book, walls and fencing on a Lot shall not be permitted.

(ee) Wells. No private wells are permitted on any Lot without the prior written approval of Declarant or the ARC.

(ff) Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be storm water retention facilities or aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted unless otherwise permitted by Declarant or the Board of Directors and provided further without the prior approval of the Club if such areas are located on the golf course. Neither the Declarant, the Association nor the Club shall be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or shoreline within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by Declarant, the Association, or as approved pursuant to Article VI of this Declaration. The elevation of the land shall not be altered and fill shall not be used to extend the boundaries of a Lot or to change the bulkhead line on any Lot bounded by a wetland, lake, or other body of water unless approved in accordance with Article VI of this Declaration. This paragraph shall not restrict the use of water for the Club Property.

2. LEASING OF UNITS

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(i) In General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Association. The Owner must make available to the lessee copies of this Declaration, the By-Laws, the Articles and the Rules and Regulations. This paragraph shall not apply to leasing by Declarant or its successors, assigns or affiliates.

(ii) Compliance with Declaration, By-Laws, Articles and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the By-Laws, the Articles and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to Common Area caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of this Declaration, the By-Laws, the Articles and the Rules and Regulations adopted pursuant thereto.

(iii) Information to Association. All Owners that lease their Unit must provide the name, address, and telephone number(s) of a person located in the Williamson or Travis County area (whether owner or representative) who has the authority to respond on behalf of Owner as to any matter related to the Unit or such Owner's tenant. Owner shall provide a copy of the lease if requested to do so by the Board of Directors.

3. EXCULPATIONS AND APPROVALS

Declarant, the Association, the ARC, the Club and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC, the Club or any of their agents under this Declaration shall be, in writing, and binding upon all Persons.

4. COMMUNITY-WIDE STANDARDS, RULES AND REGULATIONS

The Association, through the Board, shall have the right to promulgate and impose further Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the

use, operation and enjoyment of all or a portion of the Property, the Common Area, the Exclusive Common Area and any improvements located thereon including, but not limited to, establishing reasonable fees for the use of facilities and establishing hours and manner of operation.

5. FINES; ENFORCEMENT

(a) Fines for Violations: The Board is hereby authorized to set out a schedule for fines for violation of this Declaration, the Community Design Book and/or any other rules and regulations of the Association. The Board may, from time to time, set and adjust the amount of the fines for each type of violation. The amount of the fine if not paid when charged shall become an assessment against the Owner's Lot and shall be secured by the lien securing assessments described in Article IX, Section 7, and shall be subject to the same penalties for non-payment, including but not limited to judicial and non-judicial foreclosure. The Association shall have the authority to collect any fines imposed under this or any other provision of this Declaration.

(b) Enforcement Procedures: Whenever an Owner, guest or tenant violates any of the (i) provisions set forth in this Declaration, (ii) Community Design Book, or (iii) the rules and regulations adopted by the Association, such violations shall be brought to the attention of the Property Manager or the Board of Directors. The Board of Directors or the Property Manager shall mail a letter to the Owner involved, advising the Owner of the alleged violation and requesting that it be corrected within a specified time frame as determined by the Board of Directors, but not less than ten (10) days after the date of the notice, except in an emergency.

(c) Remedies. In the event such violation is not corrected within the prescribed period of time, the Board of Directors may exercise one or more of the following remedies:

(i) Self Help. The Board may cure the violation by having such maintenance and work performed as is reasonably necessary to cure the violation. Written notice shall be sent to the Owner prior to work being performed.

(ii) Lien. The Board may cause to be recorded in the Official Public Records of Williamson County, Texas a written notice of lien against the Owner's Lot for the violation and all amounts of money owed to the Association including assessments, reimbursement, attorney's fees and fines.

(iii) Fines. The Board may assess a separate fine against the Owner for each violation. Unless fines for a specific violation are listed in the Community Design Book or modified by Board action, the fine shall be \$150.00. Repeat violations can result in progressively higher fines as determined by Board action. Before the Board may levy a fine, it shall give to the Owner a written notice that:

- (1) describes the violation and states the amount of the proposed fine;

(2) states that not later than the 10th day after the date of the notice, the Owner may request a hearing before the Board to contest the fine;

(3) allows the Owner a reasonable time, by a specified date, to cure the violation; and

(4) if a fine is assessed and not paid within thirty (30) days, the fine will be doubled by Board action. If a fine is assessed and the Owner does not come into compliance and pay the fine, a lien will be filed.

The Board may give a copy of the Notice to an occupant of the Lot.

(iv) Lawsuit. The Board may cause a lawsuit to be filed against the Owner seeking damages, injunctive relief, reasonable attorney's fees and court costs.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy provided in the Declaration or by law or equity.

ARTICLE VI ARCHITECTURAL STANDARDS AND REVIEW

1. IN GENERAL

All construction improvements and modifications shall comply with the Master Plan, the Community Design Book, and the applicable building regulations and standards established by the applicable governmental authority from time to time as well as the terms and conditions set forth in this Declaration. EACH OWNER AND BUILDER ACKNOWLEDGES THAT PRIOR TO SUBMITTING AN APPLICATION FOR A BUILDING PERMIT FOR ANY CONSTRUCTION OR IMPROVEMENT, THE PLANS FOR SUCH CONSTRUCTION OR IMPROVEMENT SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE AS SET FORTH IN THE COMMUNITY DESIGN BOOK.

2. ARCHITECTURAL STANDARDS

No construction (which term shall include, without limitation, staking, clearing, excavating, grading, and other site work), no exterior alteration, improvement or modification of existing improvements, no change in materials or color, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article and the Community Design Book, and until the Final Design Approval has been issued by the ARC as set forth in Section 7.7 of the Community Design Book and a notice granting Permission to Begin Construction has been issued by the ARC or the Design Review Administrator appointed by the ARC as set forth in Section 8.7 of the Community Design Book. In addition to the fees set forth in the Community Design Book, the Board of Directors may establish reasonable fees to be charged by the ARC on behalf of the Association for review of any application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Property shall be designed by and built in accordance with the approved plans and specifications.

This Article shall not apply to any construction on or improvements or modifications to the Common Area made by or on behalf of the Association or to the activities of Declarant. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the ARC established in this Article VI. This Article may not be amended without the Declarant's prior written consent so long as the Declarant owns any portion of the Property.

The ARC shall have exclusive jurisdiction to review and approve all original construction, or any additions or modifications to originally submitted plans, on any portion of the Property in accordance with the Community Design Book. Declarant retains the right, so long as Declarant owns any portion of the Property, to appoint all members of the ARC, which shall consist of not less than three, nor more than five, persons. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

The design and development guidelines and application and review procedures for the construction of Improvements are set forth in the Community Design Book. A copy of the Community Design Book is attached hereto as Exhibit "C" and made a part hereof for all purposes. The ARC shall have sole and full authority to amend the Community Design Book. The Community Design Book is available to Owners and Builders who seek to engage in development of or construction of Improvements upon all or any portion of the Property, and such Owners and Builders shall conduct their operations strictly in accordance therewith.

3. NO WAIVER OF FUTURE APPROVALS

The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters whatever subsequently or additionally submitted for approval or consent.

4. VARIANCE

The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless it is reduced to writing. No variance shall estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5. NO LIABILITY

No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, nor impose upon the ARC, the Association, Declarant or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval

by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed Improvements in the Community. No review or approval will be for any other Person or purpose, and no Person other than the ARC shall have any right to rely thereon, and any review or approval by the ARC will create no liability whatsoever of the ARC, Declarant or the Association to any other Person or party whatsoever.

6. COMPLIANCE

Any Owner, Builder, or contractor, subcontractor, agent or employee of an Owner or Builder who fails to comply with the terms and provisions of the Community Design Book or any other guidelines and procedures promulgated by the ARC may be fined and/or excluded by the Board of Directors from the Property without liability to any Person, subject to the notice and hearing procedures contained in the By-Laws, and any improvements constructed in violation of this Section may be razed by the Association without payment or liability to any Person. A schedule of fees and deposits required for any review or approval of any plan or application are set forth in Appendix B of the Community Design Book and a schedule of fines is set forth in Appendix C of the Community Design Book.

7. RIGHTS OF THE CLUB

The Club shall be given notice of all meetings of the ARC wherein the construction or improvement under consideration (or any portion thereof) is contiguous to the Club Property. If in the reasonable opinion of the Club the construction or modification being reviewed has a material adverse impact on the golf course whether by restriction of view, hazards to person or otherwise, then, in that event, the Club may disapprove the proposed construction irrespective of the approval of same by the ARC and shall provide the ARC and the Owner with the Club's objections to the proposed construction or modification. In such event, the Owner shall resubmit to the ARC the proposed construction or modification so as to take into account the objections of the Club.

ARTICLE VII CIMARRON HILLS COMMUNITY ASSOCIATION, INC.

1. ORGANIZATION

The Cimarron Hills Community Association, Inc. (the "Association") shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

2. POWERS

The Association shall have the powers of a Texas nonprofit corporation. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or

by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the following powers at all times:

(a) Rules and Regulations. To make, establish and promulgate, and in its discretion to amend from time to time or repeal and re-enact, such rules and regulations not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association.

(b) Insurance. To obtain and maintain in effect policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Declaration available for inspection by the Owners, Mortgagees, and insurers or guarantors of any mortgage upon request during normal business hours.

(d) Assessments. To determine, levy and collect assessments as provided in Article IX below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Unit for the purpose of enforcing the Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration. The expense incurred by the Association in connection with the entry upon any Lot or into any Unit and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot or Unit so entered, shall be deemed a special Assessment against such Lot or Unit, shall be secured by a lien upon such Lot or Unit, and shall be enforced in the same manner and to the same extent as provided in Article IX hereof for Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any Improvements on any Lot other than Common Area in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) or Unit(s) has been obtained. **EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION**

THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Exclusive Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, streets, streetlights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- (iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
- (v) Any similar improvements or facilities.

Nothing set forth above, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed thereon by this Declaration or by any governmental authority.

(h) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(i) Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the Development, including but not limited to its recreational facilities; to maintain and repair recreational facilities, easements, roads, roadways, rights-of-ways, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes located within the Development, and to maintain and repair other portions of the Development.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is

required or permitted to secure or to pay for pursuant to applicable law (including the Texas Non-Profit Corporation Act) or under the terms of the Master Restrictions.

(k) Construction on Association Property. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the ARC.

(l) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area, Special Common Area, or other property, or to provide any service or perform any function on behalf of Declarant, the Board, the Association or the Members.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

(n) Allocation of Votes. To determine votes as provided in Article VIII.

(o) Membership Privileges. To establish rules and regulations governing and limiting the use of the Common Area and any Improvements thereon.

3. INDEMNIFICATION

To the fullest extent permitted by applicable law but without duplication (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Board may purchase and maintain insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS

1. CLASSES OF MEMBERSHIP AND VOTING RIGHTS

There shall be three classes of membership in the Association as follows:

(a) Class "A" Membership. Each Owner of a Lot, other than Declarant, shall be a Class "A" Member. Each Class "A" Member shall be entitled to one (1) vote for each Lot owned by the Member.

(b) Class "B" Membership. Declarant shall be a Class "B" Member until the Turnover Date, after which time Declarant shall be a Class "A" Member. The Class "B" Member shall be entitled to fifty (50) votes for each Lot owned by the Class "B" Member. After Declarant is converted to a Class "A" Member, it shall be entitled to one (1) vote for each Lot it owns. The Class "B" Member shall be entitled to appoint all of the members of the Board of Directors until the Turnover Date (as defined in Article VIII, Section 3 herein).

(c) Class "C" Membership. The owner of the Club Property shall be a Class "C" Member. The Class "C" Member shall be entitled to ten (10) votes. After the Turnover Date, the Class "C" Member shall be entitled to appoint one of the members of the Board of Directors as specified in the By-Laws.

2. JOINT OWNERSHIP

A Member, or the Member's spouse or joint owner may exercise voting rights; provided, however, there shall be only one vote exercised of each Lot. In any situation where more than one Person holds an interest in a Lot, the vote for that Lot shall be exercised by any such Person; provided, however, the Persons holding the interest in the Lot can notify the Secretary of the Association, in writing, prior to or during any meeting of the manner in which the vote for the Lot is to be exercised and, in the absence of such notice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. The voting rights of a Member that is a company or other form of entity ownership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary.

3. TURNOVER DATE

The Turnover Date shall occur within sixty (60) days of the occurrence of the earliest of the following conditions:

(a) the sale to Persons other than Declarant or Builders of all of the Lots intended to be developed within the Property; or

(b) such earlier date, as determined by the Class "B" Member, in its sole and absolute discretion.

The Declarant shall continue to be able to appoint all members of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of Cimarron Hills. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote all of its voting interests in the same manner as any other Member.

4. THE CLASS "C" MEMBER'S APPROVAL RIGHTS

The Class "C" Member shall have the right to disapprove actions of the Board and any committees which in its reasonable judgment materially and adversely affect the use of the Club Property or its rights or obligations under this Declaration. This right may be exercised by the Class "C" Member at any time within ten (10) days after the Class "C" Member's receipt of the notice of such proposed action. This Article VIII, Section 3 may not be amended without the written consent of the Class "C" Member.

ARTICLE IX ASSESSMENTS

1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS

There is hereby imposed upon each Owner and each Lot, the affirmative covenant and obligation to pay to the Association all Assessments in respect of the Lot. Each Owner, by acceptance of a deed or other instrument of conveying title to a Lot, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all Assessments, regardless of their nature, including, but not limited to, any then past due Assessments in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against the Lot. The liability for Assessments is personal to the Owner and may not be avoided by waiver of the use or enjoyment of Common Area or Exclusive Common Area, or by abandonment of the Lot for which the Assessments are made. Each Assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment is levied and shall be secured by a lien hereby granted and conveyed by the Declarant to the Association against each such Lot, and all Improvements thereon (such lien, with respect to any Lot not in existence on the date hereof, shall be deemed granted and conveyed at the time that such Lot is created. Neither the liability for Assessments, nor the amount of Assessments, shall be reduced or avoided due to the fact that all or any portions of the Common Area, Exclusive Common Area or other portions of the Property are not completed. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or the Board of Directors to take some action or perform some function required to be taken or performed by the Association or the Board of Directors under this Declaration, the By-Laws or the Articles, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any action taken to comply with any law or with any order or directive of any municipal or other governmental authority. The Association may enforce payment of Assessments in accordance with the provisions of this Article.

2. CREATION OF ASSESSMENTS

There are hereby created Assessments for expenses of the Association as the Board of Directors may authorize from time to time to be commenced at the time and in the manner set forth in Article IX, Section 3 hereof. There shall be three (3) types of Assessments:

(a) Common Assessments. Common Assessments shall be levied equally on all Lots. Common Assessments shall be assessed against the Club Property on the basis of ten (10) Lots for the Club Property; and

(b) Special Assessments. Special Assessments shall be levied as provided in Article IX, Section 6, below.

(c) Club Property Assessment. The Club Property Assessment is the assessment assessed against the Club Property. The Club Property Assessment is the only assessment that shall be assessed against the Club Property, and the Club Property is exempt from all other assessments other than the Club Property Assessment.

3. PAYMENT OF ASSESSMENTS

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, an acceleration of the annual Common Assessment for delinquents. Unless the Board of Directors provides otherwise, the Common Assessment shall be paid in advance on a quarterly basis. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate, in writing, signed by an officer of the Association, setting forth whether such Assessment has been paid in respect of any particular Lot. Such certificate shall be conclusive evidence that the Assessment stated therein has been paid to the Association. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

4. COMPUTATION OF COMMON ASSESSMENT

It shall be the duty of the Board of Directors to prepare a budget annually covering the estimated Common Expenses of the Association for the ensuing fiscal year, including, but not limited, the cost of all maintenance, the cost of providing street lighting, the cost of administering and enforcing the covenants and restrictions contained herein, and an estimate of the amount needed to maintain the capital replacement reserve provided for in Article IX, Section 8 hereof, and shall give due consideration to any expected income and any surplus from the prior year's funds. The Common Assessment levied against each Lot that is subject to the Common Assessment shall be computed by dividing the budgeted Common Expenses by the total number of Lots subject to Common Assessments plus the total number of Lots reasonably anticipated to become subject to Common Assessments during the fiscal year. The budget and the amount of the Common Assessment shall be determined by the Board of Directors in their sole and absolute discretion, and the Board's determination shall be final and binding so long as it is made in good faith. The Board of Directors shall cause a copy of the Common Expense budget and notice of the amount of the Common Assessment to be levied for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Notwithstanding the foregoing, in the event the Board fails for any reason to

determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the Common Assessment for the beginning of such year at the time the next installment is due. If the sums collected proved inadequate for any reason, including nonpayment of any individual Common Assessments, the Association may at any time and from time to time, levy further Common Assessments in the same manner as aforesaid.

5. SPECIAL ASSESSMENTS

(a) As To All Members. The Board of Directors, upon the affirmative vote of a majority of votes cast by the Members of the Association and the consent of the Class "B" Member so long as the Class "B" Membership exists, may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement from time to time. No membership vote shall be required for Special Assessments due to budget shortfalls in any year, as a result of an emergency to protect, preserve or repair the Common Area from any casualty or threat thereof or as otherwise provided in subsection (b) hereof. Special Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Board of Directors, and may, if the Board of Directors so determines, be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(b) Less Than All Members. Without a membership vote, the Association may levy a Special Assessment against any Member individually and against such Member's Lot to reimburse the Association for costs incurred in bringing a Member and the Lot or Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, the Community-Wide Standards or the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board of Directors after notice to the Member and an opportunity for a hearing. In the event the Association enters into a bulk rate cable television agreement for the Community, the Association may without a vote of the members assess all Lots for which a certificate of occupancy has been issued for cable television service.

6. LATE CHARGES

If any Assessment, whether Common or Special, is not paid by the due date applicable thereto, the Owner responsible for the payment thereof may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate from time to time, and the late charge (and any reasonable handling costs therefor) shall be a charge upon the Lot(s) or Unit(s) owned by such Owner, collectible in the manner as herein provided for collection of Assessments, including foreclosure of the lien against such Lot(s) or Unit(s) hereinafter granted; provided, however, such charge shall never exceed the maximum charge permitted under applicable law.

7. ESTABLISHMENT OF LIEN; FORECLOSURE

Any and all Assessments, together with interest at the maximum lawful rate, same being a rate not to exceed the highest rate allowed by applicable usury law as computed

from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees may, upon compliance with applicable law, become a lien upon the Lot against which each Assessment is made and any other assets of the Owner. Each Assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

The payment of all sums assessed in the manner provided in this Article is, together with interest at as provided above, all costs of collection, including attorney's fees as herein provided, is secured by the continuing Assessment lien granted to the Association, and shall bind each Lot or Unit in the hands of the Owner thereof, and such Owners heirs, devisees, personal representatives, successors or assigns. The Assessment lien shall be superior to all other liens and charges against such Lot or Unit, except only for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Unit in question, provided such Mortgage was recorded in the Official Public Records of Williamson County, Texas before the delinquent Assessment was due. The Association shall have the power to subordinate the Assessment lien to any other lien. Such power shall be entirely discretionary with the Board, and an officer of the Association may sign such subordination. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Unit covered by such lien and a description of the Lot or Unit. Such notice may be signed by one of the officers of the Association and shall be recorded in the Official Public Records of Williamson County, Texas. Each Owner, by accepting a deed or ownership interest to a Lot or Unit subject to this Declaration shall be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot or Condominium Unit by the Association in like manner as a real property mortgage with power of sale under Tex. Pro. Code § 51.002. (For such purpose, William D. Brown of Travis County, Texas is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof shall be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder shall not be affected by the sale or transfer of any Lot or Unit; except, however, that in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire such Lot or Unit, the lien for any Assessments that were due and payable before the foreclosure

sale will be extinguished, provided that past-due Assessments shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by an Assessment lien, the Association shall upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien, and such release shall be signed by an officer of the Association.

8. RESERVE BUDGET AND CAPITAL CONTRIBUTION

The Board of Directors shall include in the budget each year a capital replacement reserve, which reserve shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

9. CAPITAL CONTRIBUTION

Upon the initial conveyance of each Lot after the date of the recording of this Declaration, a capital contribution shall be made by the purchaser of such Lot to the working capital of the Association in an amount to be determined by the Board of Directors from time to time, but in no event less than an amount equal to three (3) months of the Common Assessments for that year. This contribution shall be payable at the time the sale of the Lot is closed. The contribution required by this paragraph shall constitute an assessment against the Lot and shall be subject to the same lien rights as any other Assessment under this Declaration.

10. EXEMPT PROPERTY

Notwithstanding anything to the contrary herein, all Common Area, Exclusive Common Area, the Club Property, all property owned by Declarant, and all property dedicated by Declarant to utility companies or governmental authorities shall be exempt from payment of Common Assessments and Special Assessments.

11. CLUB PROPERTY ASSESSMENT

The Club Property shall have a fixed annual assessment of \$20,000.00, provided, however, the Club Property Assessment shall be adjusted every five (5) years with any increase or decrease in the Consumer Price Index ("CPI") (as hereinafter defined), the first such adjustment to be effective on January 1, 2006, and continuing on January 1 every fifth year thereafter. For purposes of this Declaration, CPI shall mean the Consumer Price Index (All Cities Average), "1982-1984 equals 100", published by the United States Department of Labor, Bureau of Labor Statistics, or as published by any successor agency or other agency of the federal government which may take over such publication. In the event a new base for the Consumer Price Index is established, thereafter, for the purpose of making computations herein provided, the Club Property Assessment shall be adjusted to conform to the new base so that the calculations shall have the same results as if made on the Consumer Price Index, "1982-1984 Equals 100". Should the publication of the Consumer Price Index cease, the Club shall designate a substitute index and formula that will produce approximately the same results as

the application of the Consumer Price Index. Each calculation to be made hereunder shall be made by the Association and forwarded by registered or certified mail (return receipt requested) or delivered to the Club.

ARTICLE X MAINTENANCE

1. ASSOCIATION'S RESPONSIBILITY

The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as herein provided. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement of roadways, waterways, preserves, landscaping, flora, fauna, structures and improvements which form the Common Area, and such portions of any additional property included within the Area of Common Responsibility as may be dedicated by this Declaration, a resolution of the Board, or by an agreement for maintenance by the Association. Notwithstanding anything to the contrary contained herein, to the extent that the Community's entrance feature, including landscaping improvements, signage or other improvements is located in whole or in part on any Lot on the Property, this area shall be deemed to be part of the Area of Common Responsibility for all purposes hereunder and the Association and its agents and designees shall have an easement over and across the Lot for ingress and egress to perform maintenance on this portion of the Area of Common Responsibility.

All costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among Lots as part of the Common Assessment. All costs associated with maintenance, repair and replacement of Exclusive Common Area of a particular group of Lots shall be an expense of and shall be assessed against the Lots benefited by Exclusive Common Area.

The Association may maintain other property it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The costs of such maintenance shall be allocated among the benefited Lots as a Common Assessment or Special Assessment against a particular Lot, as the Board of Directors determines appropriate.

2. OWNER'S RESPONSIBILITY

Each Owner shall maintain his or her Lot, Unit and all parking areas and other improvements in connection therewith in accordance with Article V hereof and the Community-Wide Standards.

3. LANDSCAPE MAINTENANCE

In accordance with Article V, Section 4, the Board of Directors of the Association may adopt Community-Wide Standards regarding landscape maintenance and irrigation, including but not limited to frequency and quantity of maintenance and frequency, quantity

and time of day of irrigation. All such Community-Wide Standards shall be adopted in accordance with good agronomical practices. The Association may, but shall not be required to, provide landscape maintenance services to Lots on a voluntary contract basis. If an Owner fails to maintain the Owner's Lot in accordance with the Community-Wide Standards the Association, at its option, may maintain such Lot. The cost of landscape services shall be allocated among the Lots being maintained as a Special Assessment. Notwithstanding the foregoing, each Owner is obligated to conform to the landscape design and maintenance requirements set forth in Section 4 of the Community Design Book.

4. ASSESSMENTS

All maintenance required by Article X, Sections 2 and 3 shall be performed in a manner consistent with the Community-Wide Standards and the Community Design Book. If any Owner fails to perform its or his or her maintenance responsibility in accordance with the Community-Wide Standards or the Community Design Book, the Association may perform it and assess all costs incurred by the Association plus an administrative surcharge equal to fifty percent (50%) of the amount assessed against the Lot and the Owner thereof as a Special Assessment. Prior to entry, the Association shall afford the Owner ten (10) days' written notice to remedy a condition inconsistent with the Community-Wide Standards or the Community Design Book, except when entry is required due to an emergency.

5. SANCTIONS

Sanctions under the Documents may include reasonable monetary fines (as determined by the Board of Directors and/or as set forth in the Community Design Book) and exclusion from the Property of any Builder, contractor, subcontractor, agent or other invitee who fails to comply with the provisions of the Documents. The Board of Directors shall, in addition, have the power to seek relief in any court for violations of the Documents or to abate nuisances.

ARTICLE XI INSURANCE AND CASUALTY LOSSES

1. INSURANCE

The Board of Directors, or its duly authorized agent, shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Insurance obtained on the improvements within any Common Area shall at a minimum comply with the applicable provisions of this Article XI, Section 1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board of Directors shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have the liability limits established by the Board of Directors from time to time.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Common Assessment. The policies may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement costs. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection (b) below. The provisions hereinafter set forth shall govern such insurance:

(a) All policies shall be written with a company authorized to do business in the State of Texas.

(b) All policies on the Common Area shall be for the benefit of the Association and its Members, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board of Directors.

(d) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Members, occupants, or their Institutional Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified Persons.

(f) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Association's manager, Members, and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Members;

- (iv) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, or any Member;
- (v) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and
- (vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board of Directors shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The amount of fidelity coverage shall be determined in the Board of Directors' best business judgment but, if reasonably available, may not be less than three months' Assessments on all Lots, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

2. DAMAGE AND DESTRUCTION

(a) Filing Claims. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Repair and Reconstruction. Any damage or destruction to the Common Area or to Exclusive Common Area shall be repaired or reconstructed unless the Class "B" Member and at least seventy-five percent (75%) of the total votes eligible to be cast by the Class "A" Members of the Association if Common Area is damaged shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty

(60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area, Exclusive Common Area or Lots shall be repaired or reconstructed. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or Exclusive Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

3. DISBURSEMENT OF PROCEEDS

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or the Exclusive Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate shall be retained by and for the benefit of the Association and placed in a capital improvements account.

4. REPAIR AND RECONSTRUCTION

If the damage or destruction to the Common Area or to Exclusive Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Members on the same basis as provided for Common Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XII NO PARTITION

Except as is permitted in this Declaration or any amendments hereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property, nor from acquiring title to real property that may or may not be subject to this Declaration.

ARTICLE XIII CONDEMNATION

Whenever all or any part of the Common Area shall be taken, or conveyed under threat of condemnation by the Board of Directors by any authority having the power of condemnation or eminent domain, each Member shall be entitled to notice thereof. The award

made for such taking shall be payable to the Association as trustee for all Members to be disbursed as follows:

(a) If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant (as long as Declarant owns any portion of the Property) and Voting Members representing at least seventy-five percent (75%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions of Article XI, Sections 3 and 4 regarding the disbursement of funds, and any required Assessments, in respect to casualty damage or destruction which is to be repaired shall apply.

(b) If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, then such award or net funds shall be disbursed to the Association and used for such capital improvements as the Board of Directors of the Association shall determine.

ARTICLE XIV EASEMENTS AND OTHER RIGHTS

It is the intent of Declarant that Declarant, the Association, the Club and the Owners shall be provided ingress and egress to the Property or portions thereof, in connection with exercising the rights and in carrying out the obligations set forth in the Documents, and any Supplemental Declaration. Declarant may, by separate instruments to be recorded in the Official Public Records of Williamson County, grant exclusive and non-exclusive easements on, upon, over, across, through and under the Property for, among other things, the following purposes: (a) use of Common Area for all proper and normal purposes set forth herein; (b) ingress, egress and access to and from, through and between the Property; (c) inspecting any construction, proposed construction or improvements; (d) repairing or maintaining the Property, and any facilities or improvements thereon; (e) installing and maintaining the Community's utilities and drainage facilities; (f) encroachments for minor inaccuracies in survey, construction or reconstruction or due to settlement or movement; (g) errant golf balls; (h) maintenance, installation, construction and repair of utilities and facilities; and (i) a right of access to each Lot in favor of the Association for maintaining, repairing, replacing and preserving the Common Area. Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, relocated, constructed, erected, and maintained in and on any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area or Exclusive Common Area, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance. Notwithstanding the absence of a separate recorded document, the rights set forth in this Section shall still exist for the purposes intended in the Documents or as provided in any Supplemental Declaration.

ARTICLE XV TELECOMMUNICATIONS AND SURVEILLANCE SYSTEMS; LIMITED ACCESS

Declarant reserves unto itself and its designees, successors, assigns and licensees the right to enter into one or more contracts for the provision of one or more master telecommunications receiving and distribution systems and electronic surveillance systems (all or any part of which shall be referred to herein as the "System") for all or any part of the Community. The exact description, location and nature of the System has not yet been fixed or determined. Declarant will reserve for itself and its designees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Property for the installation, construction and maintenance of the System together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting the System. If and to the extent services provided by the System are to serve all of the Lots, then the cost of the System may be a Common Expense of the Association and shall be included in the Common Assessment. If any services provided by the System are provided only to some but not all of the Lots, then the cost of any such services may be an expense for the benefit of the Lots so served and shall be assessed as a Special Assessment against such Lots.

The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to limit access to the Property and make the Property safer than it otherwise might be. Neither the Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within the Property, and neither the Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant, any successor of Declarant and the ARC do not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner, and occupant of any Unit, and each tenant, guest and invitee of any Owner, as applicable, acknowledges and understands that the Association, the Board of Directors, Declarant, or any successor of Declarant are not insurers and that each Owner and occupant of any Unit and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Units and to the contents of Units and further acknowledges that the Association, the Board of Directors, Declarant, or any successor of Declarant have made no representations or warranties, nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Community.

ARTICLE XVI DECLARANT'S RIGHTS

1. PURPOSE

The purpose of this Article XVI is to set forth certain Declarant rights, and to refer, for ease of reference to, certain other Declarant rights set forth in this Declaration. The purpose of this Article XVI shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

2. DURATION OF RIGHTS

The rights of Declarant set forth in this Declaration that refer to this Article XVI shall extend for a period of time ending when Declarant no longer owns any portion of the Property or the Additional Property or such earlier date as determined by Declarant, in its sole discretion.

3. DECLARANT'S RIGHTS IN THE ASSOCIATION

Prior to and after the turnover of the Association to the Owners and until Declarant no longer owns any portion of the Property, whether Declarant exercises the right to appoint a majority of the Board of Directors or not, the Board shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

- (a) prohibit or restrict in any manner the sales and marketing program of Declarant, or the leasing activities of Declarant;
- (b) decrease the level of maintenance services of the Association performed by the Board of Directors;
- (c) change the membership of the ARC or diminish its powers as stated herein;
- (d) alter or amend this Declaration, the Articles or the By-Laws;
- (e) terminate or waive any rights of the Association under this Declaration;
- (f) convey, lease, mortgage, alienate or pledge any easements, Common Area or Exclusive Common Area;
- (g) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;
- (h) terminate or cancel any easements granted hereunder or by the Association;
- (i) terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

(j) restrict Declarant's rights of use, access and enjoyment of any of the Property; or

(k) cause the Association to default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent shall be exercised by its representative on the Board or other Person designated to so act by Declarant.

4. RIGHT OF DECLARANT TO DISAPPROVE ACTIONS

From the date of turnover of the Association by Declarant to the Owners and until the Declarant no longer owns any portion of the Property, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this Section. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association.

This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

5. RECOGNITION BY OWNERS OF DECLARANT'S RIGHTS TO DEVELOP AND CONSTRUCT IMPROVEMENTS ON THE PROPERTY

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Property and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Property owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, and mortgagees, does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of any portion of the Property. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, and assigns agrees that the development, construction and completion of the Property may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, and mortgagees

does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

6. DECLARANT'S RIGHTS IN CONNECTION WITH DEVELOPMENT

Declarant and its successors or assigns will undertake the work of constructing buildings, dwellings and improvements related thereto. The completion of that work and the sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's or any Builder's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or the By-Laws or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

(a) doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as Declarant or any Builder deems advisable in the course of development (all models or sketches showing plans for future development may be modified by Declarant at any time and from time to time, without notice); or

(b) erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Cimarron Hills as a community and disposing of the same by sale, lease or otherwise; or

(c) conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise.

Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant owns any portion of the Property primarily for development and/or resale; provided, no such easement shall materially interfere with the use of Common Area by the Members.

7. FUTURE EASEMENTS AND MODIFICATIONS

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way, to modify the boundary lines and to plat or replat portions of the Property for development of the Community. The Association and each Owner and mortgagee of a portion of the Property agree to execute and deliver any and all agreements, documents, plats and instruments that are necessary or desirable to accomplish the same.

8. CONSTRUCTION; MARKETING

In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Property, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through and use the Common Area and use all other portions of the Property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing, and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales, resales and rental offices, place signs, employ sales rental personnel, show Lots and Units owned by Declarant, and use portions of the Property, Lots, Units and other improvements owned by Declarant or the Association for purposes set forth above and for storage of construction materials and for construction and assembling construction components without any cost to Declarant and its successors, nominees and assigns for such rights and privileges.

In addition Declarant, its successors, designees and assigns, shall have the right to construct, maintain and use a sales, resales, rental, and construction offices within the Community. Any models, sales areas, sales, resales or rental center, parking areas, construction office, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall not be part of the Common Area or Exclusive Common Area and shall remain the property of Declarant or its nominees, as the case may be.

Declarant shall have the right to construct, maintain and repair structures and landscaping and other improvements to be located on any portion of the Property owned by Declarant or the Association, as Declarant deems necessary or appropriate for the development of any portion of the Property. Declarant's use of any portion of the Property as provided in this Section shall not be a violation of the Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Property owned by Declarant or the Association and to use the Common Area in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in Article XVI, Section 2 above.

9. SCOPE

The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words "its successors or assigns" specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

ARTICLE XVII GENERAL PROVISIONS

1. TERM

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by Declarant, the Association or the Owner of any portion of the Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of the recording of this document; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants, in whole or in part or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

2. AMENDMENT

Until the Turnover Date, Declarant may amend this Declaration in its sole and absolute discretion. After the Turnover Date, Declarant may amend this Declaration in its sole and absolute discretion at any time and from time to time if such amendment is (i) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on a Lot; (iii) required by an institutional lender or a government mortgage agency or purchaser of mortgage loans, to enable the same to make, insure or purchase mortgage loans on a Lot; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on a Lot subject to this Declaration; or (v) correct any stenographic, scrivener's or surveyor's error or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to a Lot unless the Owner thereof shall consent thereto in writing.

After the Turnover Date and so long as it still owns any part of the Property for development, Declarant may amend this Declaration in its sole and absolute discretion for any other purpose, provided the amendment has no materially adverse effect upon the rights of any Owner of a Lot.

After the Turnover Date, (i) any non-Declarant initiated amendment, or (ii) any Declarant initiated amendment which has a materially adverse effect upon the rights of an Owner of a Lot, shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Voting Members representing sixty-seven percent (67%) of the total votes in the Association (other than Declarant), and the consent of Declarant so long as Declarant owns any portion of the Property. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of the Club without the written consent of the Club or the assignee of such right or privilege.

3. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

4. LITIGATION

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the votes eligible to be cast in the Association. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration, (ii) the imposition and collection of Assessments as provided in Article IX hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. In the event any claim is made against Declarant or the Club by the Association or any litigation is instituted against Declarant or any of its affiliates by the Association, then the Association shall assess all Members (other than the Declarant) for the costs of claim or litigation, including without limitation attorneys' fees incurred, and funds from Common Assessments shall not be used for any such claim or litigation. In any judicial or administrative proceeding, the prevailing party shall be entitled to receive reasonable attorneys' fees costs.

5. NOTICE OF TRANSFER OF LOT

In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board of Directors at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner or the Lot, including payment of all Assessments, accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer.

6. USE OF WORDS "CIMARRON HILLS"

No person shall use the words "Cimarron Hills" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "Cimarron Hills" in printed or promotional materials where such term is used solely to specify that a particular property is located within the Community.

7. ASSIGNMENT OF RIGHTS

Declarant shall have the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration

8. NOTICE OF MORTGAGEE ACTION

In the event any Owner desires to mortgage his or her Lot, such Owner shall require that the mortgage specifically provide that in the event of foreclosure or the exercise of

any remedy set forth in the mortgage, the mortgagee shall acquire the Lot subject to this Declaration.

9. INDEPENDENT BUILDERS

The Property is a master planned community being developed by the Declarant. The individual buildings constructed within the Property may be constructed by Declarant, Builders or others who are independent contractors who purchase unimproved Lots from Declarant. If a building is constructed by a person or entity other than Declarant, Declarant shall have no liability whatsoever for such Builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor.

10. OCCUPANTS BOUND

All provisions of the Documents, including the Community Design Book and the Community-Wide Standards and use restrictions promulgated pursuant thereto, which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of his or her Unit. Every Owner shall cause all occupants of his or her Unit to comply with this Declaration, the Articles, the By-Laws, the Rules and Regulations, the Community Design Book and the Community-Wide Standards adopted pursuant thereto, and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Documents and the Community-Wide Standards adopted pursuant thereto.

11. NO EASEMENT FOR VIEW

Each Owner further acknowledges that neither Declarant, nor any builder, nor any Person acting on behalf of Declarant or any Builder, has made or is authorized to make, any representation or commitment that any view of the Club Property or any other vistas shall be preserved, protected or remain unobstructed, and there are no express or implied easements for view purposes appurtenant to any Lot.

12. POWER OF ATTORNEY

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

ARTICLE XVIII MORTGAGEE PROVISIONS

The following provisions are for the benefit of Institutional Mortgagees. The provisions of this Article apply to both this Declaration and to the Articles, notwithstanding any other provisions contained therein.

1. NOTICES OF ACTION

An Institutional Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the number of the Lot or Unit as the case may be, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which a first mortgage is held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to the mortgage of such eligible holder; or

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

2. NOTICE TO ASSOCIATION

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

ARTICLE XIX CABLE TELEVISION

1. CATV AGREEMENT

The Association may, but shall not be required to, enter into a bulk rate cable television agreement ("CATV Agreement") for the Community. If a CATV Agreement is entered into, all Lots for which a certificate of occupancy has been issued shall be charged for basic cable service as part of the Common Assessment, regardless of whether the Owner desires cable television service or the Unit is occupied. In addition, the cable provider on an individual subscriber basis may offer tier, remotes, pay channels and other services.

2. EASEMENTS

Declarant and the Association shall have the right to grant easements to the cable provider for installation, maintenance and repair of the cable television system, including without limitation head-ends, wiring, switches and amplifiers. The cable provider shall also have the right to use easement area dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Community.

3. PREWIRE

The cable provider shall be permitted to pre-wire each Unit constructed within the Community for cable television service at its sole cost and expense. Each Owner

acknowledges that the prewire installed within the Unit shall be and remain personal property of the cable provider. Owners shall have no ownership interest in the prewire and the right of use thereof shall remain solely with the cable provider. Each Owner by acceptance of title to a Unit hereby acknowledges that Declarant shall reserve an irrevocable right which may be assigned to any cable provider to install and maintain the prewire in the Unit and agrees not to permit any other provider of cable television to utilize the prewire without the prior written consent of the cable provider, which consent may be withheld by the cable provider in its discretion. Upon termination of the CATV Agreement, the cable provider may, but is not obligated to, remove all or any portion of the prewire within the Unit, after reasonable notice to the Owner, provided no material or substantial injury to the real property would result from such removal.

ARTICLE XX CLUB PROPERTY

1. CLUB PROPERTY

The Club Property is privately owned and operated by the Club and is not a part of the Common Area hereunder. The Club has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Property shall be used. By way of example, but not limitation, the Club has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of Lots or Units within the Community, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Club Property, to transfer any or all of its rights to the Club Property or the operation thereof to anyone and on any terms which it deems appropriate, to limit the availability of use privileges, and to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges. OWNERSHIP OF A LOT OR UNIT OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB PROPERTY, OR TO ACQUIRE A MEMBERSHIP In reply to: THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB PROPERTY. Each Owner, by acceptance of a deed or recorded contract of sale to a Lot acknowledges:

(a) That privileges to use the Club Property shall be subject to the terms and conditions of the membership documents for the Club, as the same may be amended from time to time (the "Membership Plan Documents"). Acquisition of a membership in the Club requires the payment of a membership purchase price called a membership contribution or membership deposit, and membership dues, fees and charges. The Declarant and/or the Club as set forth in the Membership Plan Documents shall determine these amounts for the Club. Notwithstanding the fact that the Club Property is open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever the Declarant, the Club and their partners, officers, directors, employees, agents and affiliates, from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Association or the Owners, and/or (2) any claim that the Owners are entitled to use the Club Property by virtue of their ownership of a Lot without acquiring a membership in the Club, paying the applicable membership contribution or membership deposit, and dues,

fees and charges established by the Club from time to time, and complying with the terms and conditions of the Membership Plan Documents for the Club.

(b) Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, its partners, employees, agents, directors, shareholders, officers, managers, members and affiliates and their successors and assigns (the "Declarant Indemnified Parties"), and the Club, its partners, employees, agents, directors, shareholders, officers, managers, members and affiliates and their successors and assigns (the "Club Indemnified Parties"), against and in respect of, and to reimburse the Declarant Indemnified Parties and the Club Indemnified Parties on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that the Declarant Indemnified Parties or the Club Indemnified Parties shall incur or suffer, which arise out of, result from, or relate to any claim that because the Club Property is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Club Property must be owned and/or operated by the Association or the Owners and/or that Owners may use the Club Property without acquiring a membership in the Club pursuant to the Club's Membership Plan Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club from time to time;

(c) That any entry upon the Club Property without permission of the Club may be deemed a trespass, and each Owner shall refrain from, and shall cause all occupants of such Owner's Lot, their guests and invitees to refrain from, any unauthorized entry upon the Club Property;

(d) That the proximity of Lots and Common Area to the Club Property results in certain foreseeable risks, including the risk of damage or injury from errant golf balls, and that each Owner's use and enjoyment of his or her Lot and the Common Area may be limited as a result and that neither the Association, Declarant nor the Club shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any Lot, their guests or invitees, for damage or injury resulting from errant golf balls being hit upon any Lots or Common Area;

(e) That the Club and its designees may add to, remove or otherwise modify the landscaping, trees, and other features of the Club Property, including changing the location, configuration, size and elevation of bunkers, fairways and greens and constructing fences, and that neither the Club, Declarant, nor the Association, shall have any liability to Owner as a result of such modifications to the Club Property;

(f) That there no express or implied easements over the Club Property for view purposes, and no guaranty or representation is made by Declarant or any other Person at any view over and across the Club Property will be preserved without impairment, and that neither the Club, Declarant nor the Association shall have any obligation to prune or thin trees or other landscaping to preserve views over the Club Property;

(g) That no representations or warranties which are inconsistent with this Section, either verbal or written, have been made or are made by Declarant or the Association or by any person acting on behalf of any of the foregoing; and

(h) That Club may own one or more lakes on the Property. Notwithstanding the ownership of such lakes, the Club may use any and all lakes on the Property for the purpose of irrigating and maintaining the Club Property with the result that the water level in such lakes may from time to time vary. Each Owner of a Lot in the Community acknowledges such right on the part of the Club and agrees not to commence any cause of action or other proceeding involving the Club based on the exercise of such right or otherwise interfere therewith.

(i) In the event there are insufficient water levels to provide the necessary irrigation needs of the Club Property and all other areas of the Property, subject to applicable governmental permits and requirements, the Club Property shall have first priority of irrigation, followed by the Common Area, any other Area of Common Responsibility, and any Exclusive Common Area.

2. RIGHTS OF ACCESS AND PARKING

Declarant shall grant the Club and members of the Club (regardless of whether such Persons are Members hereunder), their guests and invitees and the employees, agents, contractors, and designees of the Club a non-exclusive easement of access and use over all roadways located within the Property reasonably necessary to travel to and from the entrance to the Community from and to the Club Property, respectively, and, further, over those portions of the Property (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Club Property. Without limiting the generality of the foregoing, members of the Club and permitted members of the public shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after tournaments and other similar functions held at the Club Property.

3. ASSUMPTION OF RISK AND INDEMNIFICATION

Each Owner by its purchase of a Lot expressly assumes the risks associated with the Club Property (regardless of whether the Owner is using the Club Property) and agrees that neither Declarant, the Club, the Association, nor any of their affiliates or agents nor any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot or Unit shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution, or other visual or audible offenses, or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Common Area to the Club Property, including, without limitation, any claim arising, in whole or in part, from the negligence of Declarant, or any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot or Unit. Owner hereby agrees to indemnify and hold harmless the Declarant Indemnified Parties and the Club Indemnified Parties against any and all claims by Owner's guests and invitees.

2nd IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this February day of February, 2001.

PALOMA CIMARRON HILLS, L.P., a Texas limited partnership

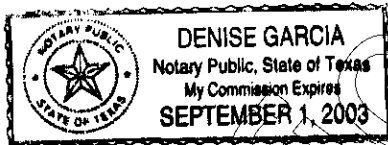
By: Cimarron Hills Development, LLC, a Texas limited liability company, its General Partner

By: [Signature]
Garth L. Chambers, President

STATE OF TEXAS

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by Garth L. Chambers, as President of Cimarron Hills Development, LLC, a Texas limited liability company, as General Partner of PALOMA CIMARRON HILLS, L.P., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public
Print Name: DENISE GARCIA
My Commission Expires: 9.1.03
(Notary Seal)

JOINDER

The undersigned hereby joins in this Declaration this 2nd day of February 2001.

CIMARRON HILLS COMMUNITY
ASSOCIATION, INC., a Texas non-profit
corporation

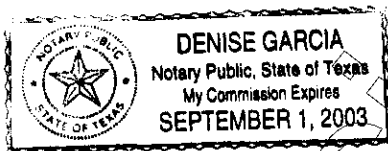
By: _____

Garth L. Chambers
President

STATE OF TEXAS

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by Garth L. Chambers, President of Cimarron Hills Community Association, Inc., a Texas not-profit corporation, on behalf of said non-profit corporation.



Notary Public

Print Name: _____

My Commission Expires: 9.1.03

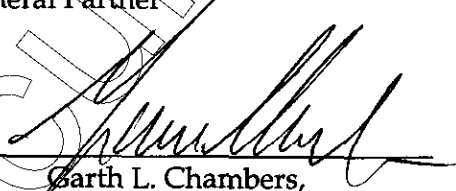
(Notary Seal)

JOINDER

The undersigned hereby joins in this Declaration this 2nd day of February, 2001.

CIMARRON HILLS COUNTRY CLUB, L.P., a Texas limited partnership

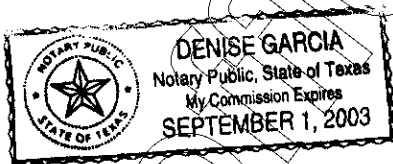
By: Cimarron Hills CC, LLC, a Texas limited liability company, its General Partner

By: 
Garth L. Chambers,
President

STATE OF TEXAS

COUNTY OF WILLIAMSON

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by Garth L. Chambers, President of Cimarron Hills CC, LLC, a Texas limited liability company, as General Partner of Cimarron Hills Country Club, L.P., a Texas limited partnership, on behalf of said partnership.



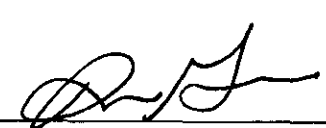

Notary Public
Print Name: DENISE GARCIA
My Commission Expires: 9.1.03
(Notary Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

The Property that is subject to this Declaration shall refer to the real property legally described as follows in the attached Exhibit "A-1", as the same may be supplemented from time to time by a Supplemental Declaration filed in accordance with the Declaration.

EXHIBIT "A-1"

523.01 ACRES
CIMARRON HILLS
REALTOR TRACT

F.N. 6176 (WDW)
AUGUST 11, 2000
PBS&J JOB NO. 440190.00 5201

DESCRIPTION OF A 812.99 ACRE TRACT OF LAND SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO 490, BEING ALL OF THAT CERTAIN CALLED 813.09 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 812.99 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found for the southeast corner of said called 813.09 acre tract, being also in the north line of State Highway No. 29, a 100 foot wide right-of-way, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas and being the southeast corner of the herein described tract;

THENCE, with the south line of called 813.09 acre tract, the north line of said State Highway No. 29 right-of-way and the south line of the herein described tract, the following two (2) courses:

1. N 82° 26' 24" W for a distance of 5292.81 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left, and
2. along said curve to the left, an arc distance of 130.02 feet, said curve having a radius of 5779.65 feet, a central angle of 01° 17' 17" and a chord bearing of N 63° 02' 42" W, for a chord distance of 130.02 feet to an iron rod found being the southwest corner of called 813.09 acre tract, being also the southwest corner of the herein described tract and being the southeast corner of that certain 8.881 acre tract of land as described in a deed to G C & E Services of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas;

THENCE, N 21° 01' 00" W, with the west line of called 813.09 acre tract, the east line of said 8.881 acre tract and the west line of the herein described tract, for a distance of 517.58 feet to a 40d nail found for the northeast corner of said 8.881 acre tract, being also a southeast corner of that certain 8.725 acre tract of land as described in a deed to William D. Richards, et ux of record in Document No. 9630009 of the Official Records of Williamson County, Texas;

THENCE, N 21° 14' 06" W, continuing with the west line of called 813.09 acre tract, the west line of the herein described tract, and with the east line of said 8.725 acre tract, for a distance of 1123.07 feet to a 40d nail found for an angle point in the east line of that certain 12.564 acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20° 41' 21" W, continuing with the west line of called 813.09 acre tract, the west line of the herein described tract and the east line of said 12.564 acre tract, for a distance of 266.08 feet to a ½ inch iron rod with cap set for the northeast corner of said 12.564 acre tract, being also a southeast corner of that certain 20.0 acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21° 12' 27" W, continuing with the west line of called 813.09 acre tract, the west line of the herein described tract and with the east line of said 20.0 acre tract, for a distance of 969.82 feet to an iron rod found for the most westerly northwest corner of called 813.09 acre tract, being also the most westerly northwest corner of the herein described tract, being also the northeast corner of said 20.0 acre tract and being the southwest corner of that certain 98.30 acre tract of land as described in a deed to Jilton Lee & Judy Marie Ower, Jr. of record in Volume 2208, Page 603 of the Official Records of Williamson County, Texas;

THENCE, with a north line of called 813.09 acre tract, the north line of the herein described tract and the south line of said 98.30 acre tract, the following five (5) courses:

1. N 69° 56' 01" E for a distance of 410.68 feet to a ½ inch iron rod with cap set for an angle point,
2. N 69° 08' 31" E for a distance of 191.07 feet to a ½ inch iron rod with cap set for an angle point,
3. N 64° 16' 01" E for a distance of 77.21 feet to a ½ inch iron rod with cap set for an angle point,
4. N 69° 54' 31" E for a distance of 843.66 feet to a ½ inch iron rod with cap set for an angle point, and
5. N 69° 57' 31" E for a distance of 860.36 feet to a ½ inch iron rod with cap set for an ell corner in the west line of called 813.09 acre tract, being also an ell corner in the west line of the herein described tract and being the southeast corner of said 98.30 acre tract;

THENCE, N 21° 12' 16" W, with the west line of called 813.09 acre tract, the west line of the herein described tract and the east line of said 98.30 acre tract, for a distance of 2360.75 feet to an iron rod found for the northeast corner of said 98.30 acre tract and being the southeast corner of that certain 121.21 acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2489, Page 651 of the Official Records of Williamson County, Texas;

THENCE, N 21° 11' 16" W, with the west line of called 813.09 acre tract, the west line of the herein described tract and the east line of said 121.21 acre tract, for a distance of 2340.54 feet to an iron rod found for the northwest corner of called 813.09 acre tract, being also the northeast corner of said 121.21 acre tract and being in the south line of that certain 170.00 acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Official Records of Williamson County, Texas;

THENCE, N 68° 46' 56" E, with the north line of called 813.09 acre tract, the north line of the herein described tract and the south line of said 170.00 acre tract, for a distance of 3303.09 feet to an iron rod found for the northeast corner of called 813.09 acre tract, being also the northeast corner of the herein described tract, being also the southeast corner of said 170.00 acre tract, being also the southwest corner of that certain 221.58 acre tract as described in a deed to The Culp Family Loving Trust of record in Volume 2179, Page 554 of the Official Records of Williamson County, Texas and being the northwest corner of that certain 312.08 acre tract of land known as the D & N Builders Tract an unrecorded subdivision in Williamson County, Texas;

THENCE, with the east line of the called 813.09 acre tract, the east line of the herein described tract and the west line of said 312.08 acre tract, the following eleven (11) courses:

1. S 21° 17' 37" E for a distance of 780.43 feet to an iron rod found for an angle point,
2. S 21° 13' 20" E for a distance of 394.53 feet to a 40d nail found for an angle point,
3. S 21° 10' 49" E for a distance of 197.91 feet to a ½ inch iron rod with cap set for an angle point,
4. S 21° 15' 30" E for a distance of 187.17 feet to an iron rod for an angle point,
5. S 21° 09' 50" E for a distance of 563.78 feet to a 40d nail found for an angle point,
6. S 20° 42' 51" E for a distance of 834.39 feet to a ½ inch iron rod with cap set for an angle point,
7. S 21° 17' 11" E for a distance of 1086.90 feet to an iron rod found for an angle point,
8. S 40° 19' 57" E for a distance of 94.58 feet to an iron rod found for an angle point,
9. S 46° 39' 28" E for a distance of 200.57 feet to an iron rod found for an angle point,
10. S 42° 12' 30" E for a distance of 225.05 feet to a ½ inch iron rod with cap set for an angle point, and
11. S 23° 33' 03" E for a distance of 194.67 feet to a ½ inch iron rod with cap set for the most northerly southeast corner of called 813.09 acre tract, being also the most northerly northeast corner of the herein described tract, being also the southwest corner of said 312.08 acre tract and being in the north line of that certain 274.53 acre tract of land as described in a deed to The Rothell Family Limited Partnership of record in Volume 2527, Page 28 of the Official Records of Williamson County, Texas;

THENCE, with a south line of called 813.09 acre tract, a south line of the herein described tract and the north line of said 274.53 acre tract, the following seven (7) courses:

1. S 59° 05' 27" W for a distance of 15.42 feet to a ½ inch iron rod with cap set for an angle point,
2. S 86° 01' 57" W for a distance of 19.36 feet to a ½ inch iron rod with cap set for an angle point,
3. S 54° 30' 57" W for a distance of 127.28 feet to a ½ inch iron rod with cap set for an angle point,
4. S 66° 10' 57" W for a distance of 86.10 feet to an iron rod found for an angle point,
5. S 68° 39' 14" W for a distance of 602.93 feet to a 40d nail found in a tree for an angle point,

6. S 63° 07' 34" W for a distance of 79.90 feet to a ½ inch iron rod with cap set for an angle point, and
7. S 67° 11' 04" W for a distance of 170.98 feet to an iron rod found for an ell corner in the east line of called 813.09 acre tract, being also an ell corner in the east line of the herein described tract and being the northwest corner of said 274.53 acre tract;

THENCE, with the east line of called 813.09 tract, the east line of the herein described tract and the west line of said 274.53 acre tract, the following four (4) courses:

1. S 10° 57' 43" E for a distance of 138.76 feet to an iron rod found for an angle point,
2. S 19° 50' 45" E for a distance of 167.37 feet to an iron rod found for an angle point,
3. S 21° 03' 34" E for a distance of 4476.04 feet to a 40d nail found for an angle point, and
4. S 22° 03' 11" E for a distance of 603.46 feet to the POINT OF BEGINNING and containing 812.99 acres of land.

SAVE AND EXCEPT A 289.98 ACRE TRACT DESCRIBED AS FOLLOWS:

DESCRIPTION OF 289.98 ACRES, BEING A 19.39 ACRE TRACT OF LAND, HEREIN CALLED TRACT "A", A 28.29 ACRE TRACT OF LAND, HEREIN CALLED TRACT "B", A 27.74 ACRE TRACT OF LAND, HEREIN CALLED TRACT "C", A 41.94 ACRE TRACT OF LAND, HEREIN CALLED TRACT "D", A 62.63 ACRE TRACT OF LAND, HEREIN CALLED TRACT "E", A 73.91 ACRE TRACT OF LAND, HEREIN CALLED TRACT "F", A 33.09 ACRE TRACT OF LAND, HEREIN CALLED TRACT "G", AND A 2.99 ACRE TRACT OF LAND, HEREIN CALLED TRACT "H", ALL SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490, BEING A PORTION OF THAT CERTAIN CALLED 813.09 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.39 ACRE, TRACT "A", 30.19 ACRE TRACT "B", 27.74 ACRE TRACT "C", 41.94 ACRE TRACT "D", 62.63 ACRE TRACT "E", 73.91 ACRE TRACT "F", 28.29 ACRE TRACT "G" AND 2.99 ACRE TRACT "H" BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT "A" (DRIVING RANGE)

COMMENCING at a ½ inch iron rod found for the southwest corner of said 812.99 acre tract, being also the southeast corner of that certain 8.881 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100 foot wide right-of-way;

THENCE, with the west line of said 812.99 acre tract and the east line of said 8.881 acre tract, the following two (2) courses:

1. N 22° 10' 00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21° 14' 06" W, for a distance of 351.38 feet to a point being in the west line of said 812.99 acre tract and being in the east line of that certain 8.725 acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County Texas;

THENCE, N 68° 45' 54" E, departing the east line of said 8.725 acre tract and over and across said 812.99 acre tract, for a distance of 65.84 feet to an iron rod with cap set for the POINT OF BEGINNING and the southwest corner of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the west, north, east and south lines of the herein described tract, the following thirteen (13) courses:

1. N 21° 18' 57" W for a distance of 1580.99 feet to an ½ inch iron rod with cap set, and being the northwest corner of the herein described tract,
2. N 69° 27' 48" E for a distance of 376.10 feet to a ½ inch iron rod with cap set for the northeast corner of the herein described tract,
3. S 25° 48' 31" E for a distance of 1142.53 feet to a ½ inch iron rod with cap set,
4. S 86° 46' 02" E for a distance of 255.00 feet to a ½ inch iron rod with cap set,

5. S 04° 26' 09" W for a distance of 182.05 feet to a ½ inch iron rod with cap set,
6. S 85° 33' 57" E for a distance of 404.19 feet to a ½ inch iron rod with cap set,
7. S 04° 25' 53" W for a distance of 143.25 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and being the southeast corner of the herein described tract,
8. along said curve to the right, an arc distance of 23.59 feet, said curve having a radius of 15.00, a central angle of 90° 06' 57" and a chord bearing of S 49° 29' 21" W and a chord distance of 21.23 to a ½ inch iron rod with cap set at a point of reverse curvature to the left,
9. along said curve to the left, an arc distance of 417.77 feet, said curve having a radius of 630.00 feet, a central angle of 37° 59' 40" and a chord bearing of S 75° 32' 59" W for a chord distance of 410.16 feet to a ½ inch iron rod with cap set at a point of reverse curvature to the right,
10. along said curve to the right, an arc distance of 16.86 feet, said curve having a radius of 15.00, a central angle of 64° 23' 44" and a chord bearing of S 88° 45' 01" W, for a chord distance of 15.99 feet to a ½ inch iron rod with cap set at a point of reverse curvature to the left,
11. along said curve to the left, an arc distance of 159.33 feet, said curve having a radius of 90.00 feet, a central angle of 101° 25' 44" and a chord bearing of S 70° 14' 01" W, for a chord distance of 139.32 feet to a ½ inch iron rod with cap set at the end of said curve,
12. N 70° 29' 12" W for a distance of 131.58 feet to a ½ inch iron rod with cap set, and
13. S 68° 46' 05" W for a distance of 239.13 feet to the POINT OF BEGINNING and containing 19.39 acres of land, and

TRACT "B" (GOLF COURSE HOLES 15 AND 16)

BEGINNING at a ½ inch iron rod found for the southeast corner of said 812.99 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 82° 26' 24" W, with the south line of said 812.99 acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 1269.10 feet to a point;

THENCE, N 07° 33' 36" E, departing the north line of said State Highway 29 right-of-way and over and across said 812.99 acre tract, for a distance of 78.83 feet to a ½ inch iron rod with cap set for the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the south, west, north and east lines of the herein described tract, the following thirty-two (32) courses:

1. N 82° 26' 41" W for a distance of 1081.02 feet to a ½ inch iron rod with cap set for an angle point,
2. N 07° 33' 43" E for a distance of 121.27 feet to a ½ inch iron rod with cap set for an angle point,
3. N 82° 26' 23" W for a distance of 280.00 feet to a ½ inch iron rod with cap set for an angle point,
4. S 07° 33' 32" W for a distance of 121.30 feet to a ½ inch iron rod with cap set for an angle point,
5. N 82° 26' 42" W for a distance of 1108.62 feet to a ½ inch iron rod with cap set for an angle point,
6. N 07° 33' 18" E for a distance of 463.93 feet to a ½ inch iron rod with cap set for an angle point,
7. N 61° 16' 42" E for a distance of 155.86 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 218.18 feet, said curve having a radius of 670.00 feet, a central angle of 18° 39' 26" and a chord of which bears N 70° 46' 27" E for a chord

- distance of 217.22 feet to a ½ inch iron rod with cap set at the end of said curve,
9. N 80° 06' 01" E for a distance of 51.89 feet to a ½ inch iron rod with cap set for an angle point,
 10. S 09° 53' 46" E for a distance of 150.00 feet to a ½ inch iron rod with cap set for an angle point,
 11. N 80° 06' 18" E for a distance of 125.00 feet to a ½ inch iron rod with cap set for an angle point,
 12. N 88° 25' 37" E for a distance of 175.95 feet to a ½ inch iron rod with cap set for an angle point,
 13. S 45° 10' 30" E for a distance of 129.66 feet to a ½ inch iron rod with cap set for an angle point,
 14. S 31° 37' 08" E for a distance of 65.23 feet to a ½ inch iron rod with cap set for an angle point,
 15. S 39° 25' 05" E for a distance of 171.93 feet to a ½ inch iron rod with cap set for an angle point,
 16. S 72° 20' 04" E for a distance of 198.08 feet to a ½ inch iron rod with cap set for an angle point,
 17. N 76° 29' 49" E for a distance of 132.89 feet to a ½ inch iron rod with cap set for an angle point,
 18. N 89° 05' 26" E for a distance of 126.02 feet to a ½ inch iron rod with cap set for an angle point,
 19. S 76° 15' 29" E for a distance of 131.30 feet to a ½ inch iron rod with cap set for an angle point,
 20. S 88° 15' 06" E for a distance of 509.71 feet to a ½ inch iron rod with cap set for an angle point,
 21. N 85° 17' 52" E for a distance of 167.24 feet to a ½ inch iron rod with cap set for an angle point,
 22. N 75° 04' 04" E for a distance of 150.00 feet to a ½ inch iron rod with cap set for an angle point,
 23. N 14° 56' 01" W for a distance of 124.53 feet to a ½ inch iron rod with cap set in a curve to the right,
 24. along said curve to the right, an arc distance of 30.31 feet, said curve having a radius of 275.00 feet, a central angle of 06° 20' 21" and a chord of which bears S 81° 44' 39" E for a chord distance of 30.29 feet to a ½ inch iron rod with cap set at the end of said curve,
 25. S 78° 35' 06" E for a distance of 147.54 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
 26. along said curve to the left, an arc distance of 138.44 feet, said curve having a radius of 325.00 feet, a central angle of 24° 24' 54" and a chord of which bears N 89° 12' 58" E for a chord distance of 137.39 feet to a ½ inch iron rod with cap set at the end of said curve,
 27. N 77° 00' 47" E for a distance of 275.05 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
 28. along said curve to the left, an arc distance of 74.21 feet, said curve having a radius of 1025.00 feet, a central angle of 04° 08' 40" and a chord which bears N 74° 56' 14" E, for a chord distance of 74.19 feet to a ½ inch iron rod with cap set at the end of said curve,
 29. S 21° 27' 08" E for a distance of 71.31 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
 30. along said curve to the right, an arc distance of 104.89 feet, said curve having a radius of 75.00 feet, a central angle of 80° 06' 45" and a chord of which bears S 18° 36' 54" W for a chord distance of 96.55 feet to a ½ inch iron rod with cap set at the end of said curve,
 31. S 58° 40' 52" W for a distance of 784.69 feet to a ½ inch iron rod with cap set for an angle point, and
 32. S 38° 41' 52" E for a distance of 155.37 feet to the POINT OF BEGINNING and containing 28.29 acres of land, and

TRACT "C" (GOLF COURSE HOLES 13 AND 14)

COMMENCING at a ½ inch iron rod found for the southeast corner of said 812.99 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 849, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 22° 03' 11" W, with the east line of said 812.99 acre tract and the west line of said 37.995 acre tract, for a distance of 603.46 feet to a ½ inch iron rod found for an angle point;

THENCE, N 21° 03' 34" W, continuing with the east line of said 812.99 acre tract and the west line of said 37.995 acre tract, for a distance of 570.06 feet to an angle point;

THENCE, S 68° 56' 26" W, departing the west line of said 37.995 acre tract and over and across said 812.99 acre tract, for a distance of 162.10 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING and being at the beginning of a curve to the right;

THENCE, continuing over and across said 812.99 acre tract, with the east, south, west and north lines of the herein described tract, for following forty (40) courses:

1. along said curve to the right, an arc distance of 23.58 feet, said curve having a radius of 15.00, a central angle of 90° 04' 18" and a chord bearing of S 23° 34' 53" W, for a chord distance of 21.22 feet to a ½ inch iron rod with cap set at the end of said curve,
2. S 68° 32' 56" W for a distance of 25.82 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
3. along said curve to the right, an arc distance of 143.99 feet, said curve having a radius of 975.00 feet, a central angle of 08° 27' 17" and a chord bearing of S 72° 46' 48" W, for a chord distance of 143.86 feet to a ½ inch iron rod with cap set at the end of said curve,
4. S 77° 00' 49" W for a distance of 275.05 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
5. along said curve to the right, an arc distance of 49.19 feet, said curve having a radius of 275.00 feet, a central angle of 10° 15' 37" and a chord bearing of S 82° 08' 14" W, for a chord distance of 49.12 feet to a ½ inch iron rod with cap set at the end of said curve,
6. N 06° 30' 19" W for a distance of 128.34 feet to a ½ inch iron rod with cap set for an angle point,
7. N 67° 32' 30" W for a distance of 142.88 feet to a ½ inch iron rod with cap set for an angle point,
8. N 86° 05' 35" W for a distance of 127.10 feet to a ½ inch iron rod with cap set for an angle point,
9. S 83° 20' 03" W for a distance of 250.00 feet to a ½ inch iron rod with cap set for an angle point,
10. N 06° 30' 21" W for a distance of 190.29 feet to a ½ inch iron rod with cap set for an angle point,
11. N 41° 21' 43" W for a distance of 132.84 feet to a ½ inch iron rod with cap set for an angle point,
12. N 11° 04' 58" W for a distance of 127.19 feet to a ½ inch iron rod with cap set for an angle point,
13. N 45° 28' 13" W for a distance of 36.18 feet to a ½ inch iron rod with cap set in a curve to the left,
14. along said curve to the left, an arc distance of 55.76 feet, said curve having a radius of 75.00 feet, a central angle of 42° 36' 04" and a chord bearing of N 24° 21' 16" E, for a chord distance of 54.49 feet to a ½ inch iron rod with cap set at the end of said curve,
15. S 85° 23' 39" E for a distance of 76.84 feet to a ½ inch iron rod with cap set for an angle point,
16. N 57° 12' 30" E for a distance of 111.78 feet to a ½ inch iron rod with cap set for an angle point,
17. N 15° 11' 58" W for a distance of 184.34 feet to a ½ inch iron rod with cap set for an angle point,
18. N 78° 06' 56" W for a distance of 104.25 feet to a ½ inch iron rod with cap set for an angle point,

19. S 81° 54' 09" W for a distance of 510.24 feet to a ½ inch iron rod with cap set for an angle point,
20. N 82° 52' 50" W for a distance of 64.06 feet to a ½ inch iron rod with cap set for an angle point,
21. N 56° 39' 50" W for a distance of 125.25 feet to a ½ inch iron rod with cap set for an angle point,
22. N 48° 25' 35" W for a distance of 887.58 feet to a ½ inch iron rod with cap set for an angle point,
23. N 21° 21' 39" E for a distance of 70.50 feet to a ½ inch iron rod with cap set in a curve to the left,
24. along said curve to the left, an arc distance of 258.99 feet, said curve having a radius of 630.00 feet, a central angle of 23° 33' 43" and a chord bearing of S 82° 50' 50" E for a chord distance of 257.16 feet to a ½ inch iron rod with cap set at the end of said curve,
25. N 85° 22' 33" E for a distance of 217.58 feet to a ½ inch iron rod with cap set for an angle point,
26. S 13° 18' 30" W for a distance of 131.72 feet to a ½ inch iron rod with cap set for an angle point,
27. S 64° 52' 25" E for a distance of 410.44 feet to a ½ inch iron rod with cap set for an angle point,
28. N 85° 18' 51" E for a distance of 170.15 feet to a ½ inch iron rod with cap set for an angle point,
29. N 08° 45' 29" W for a distance of 200.64 feet to a ½ inch iron rod with cap set for an angle point,
30. N 81° 14' 29" E for a distance of 162.52 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
31. along said curve to the right, an arc distance of 57.13, said curve having a radius of 300.00 feet, a central angle of 10° 55' 42" and a chord bearing of N 86° 42' 03" E, for a chord distance of 57.04 feet to a ½ inch iron rod with cap set at the end of said curve,
32. S 87° 50' 58" E for a distance of 174.27 feet to a ½ inch iron rod with cap set for an angle point,
33. S 02° 09' 08" W for a distance of 196.24 feet to a ½ inch iron rod with cap set for an angle point,
34. S 87° 51' 01" E for a distance of 116.23 feet to a ½ inch iron rod with cap set for an angle point,
35. S 31° 39' 52" E for a distance of 815.65 feet to a ½ inch iron rod with cap set for an angle point,
36. S 66° 54' 54" E for a distance of 243.20 feet to a ½ inch iron rod with cap set for an angle point,
37. N 34° 43' 25" E for a distance of 143.76 feet to a ½ inch iron rod with cap set for an angle point,
38. S 54° 57' 59" E for a distance of 27.57 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
39. along said curve to the right, an arc distance of 162.09, said curve having a radius of 275.00 feet, a central angle of 33° 46' 17" and a chord bearing of S 38° 20' 04" E, for a chord distance of 159.75 feet to a ½ inch iron rod with cap set at the end of said curve, and
40. S 21° 26' 53" E for a distance of 351.65 feet to the POINT OF BEGINNING and containing 27.74 acres of land, and

TRACT "D" (GOLF COURSE HOLES 1 THRU 3)

COMMENCING at a ½ inch iron rod with cap found for the southeast corner of that certain 98.30 acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas and being an interior ell corner in the west line of said 812.99 acre tract;

THENCE, N 66° 17' 46" E, over and across said 812.99 acre tract, for a distance of 579.26 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the west, north, east and south lines of the herein described tract, the following forty-two (42) courses:

1. N 59° 19' 11" E for a distance of 312.50 feet to a ½ inch iron rod with cap set for an angle point,
2. N 78° 29' 46" E for a distance of 362.72 feet to a ½ inch iron rod with cap set for an angle point,
3. N 16° 09' 19" W for a distance of 637.29 feet to a ½ inch iron rod with cap set for an angle point,
4. N 12° 24' 00" W for a distance of 125.27 feet to a ½ inch iron rod with cap set for an angle point,
5. N 08° 25' 09" E for a distance of 86.15 feet to a ½ inch iron rod with cap set for an angle point,
6. N 62° 09' 01" W for a distance of 135.59 feet to a ½ inch iron rod with cap set in a curve to the left,
7. along said curve to the left, an arc distance of 174.78, said curve having a radius of 325.00 feet, a central angle of 30° 49' 02" and a chord bearing of N 52° 18' 37" E, for a chord distance of 172.68 feet to a ½ inch iron rod with cap set at the end of said curve,
8. S 74° 24' 42" E for a distance of 306.06 feet to a ½ inch iron rod with cap set for an angle point,
9. S 34° 04' 18" E for a distance of 95.30 feet to a ½ inch iron rod with cap set for an angle point,
10. S 11° 20' 50" E for a distance of 111.24 feet to a ½ inch iron rod with cap set for an angle point,
11. S 03° 28' 54" W for a distance of 750.02 feet to a ½ inch iron rod with cap set for an angle point,
12. S 37° 32' 17" W for a distance of 127.41 feet to a ½ inch iron rod with cap set for an angle point,
13. S 14° 44' 39" W for a distance of 234.60 feet to a ½ inch iron rod with cap set for an angle point,
14. S 47° 27' 52" W for a distance of 123.40 feet to a ½ inch iron rod with cap set for an angle point,
15. S 37° 00' 51" W for a distance of 209.76 feet to a ½ inch iron rod with cap set for an angle point,
16. S 02° 43' 00" W for a distance of 145.99 feet to a ½ inch iron rod with cap set for an angle point,
17. S 01° 32' 40" W for a distance of 300.57 feet to a ½ inch iron rod with cap set for an angle point,
18. S 44° 14' 41" W for a distance of 585.38 feet to a ½ inch iron rod with cap set for an angle point,
19. S 88° 07' 11" W for a distance of 323.98 feet to a ½ inch iron rod with cap set for an angle point,
20. S 24° 02' 46" W for a distance of 531.85 feet to a ½ inch iron rod with cap set for an angle point,
21. S 10° 46' 33" W for a distance of 670.76 feet to a ½ inch iron rod with cap set for an angle point,
22. S 36° 40' 09" E for a distance of 171.81 feet to a ½ inch iron rod with cap set for an angle point,
23. S 41° 17' 28" E for a distance of 40.00 feet to a ½ inch iron rod with cap set for an angle point,
24. S 48° 42' 32" W for a distance of 29.23 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
25. along said curve to the right, an arc distance of 454.39 feet, said curve having a radius of 570.00 feet, a central angle of 45° 40' 30" and a chord bearing of S 71° 32' 39" W, for a chord distance of 442.46 feet to a ½ inch iron rod with cap set at the end of said curve,
26. N 85° 36' 10" W for a distance of 23.10 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
27. along said curve to the right, an arc distance of 23.55 feet, said curve having a radius of 15.00 feet, a central angle of 89° 59' 00" and a chord bearing of N 40° 36' 52" W, for a chord distance of 21.21 feet to a ½ inch iron rod with cap set at the end of said curve,
28. N 04° 22' 56" E for a distance of 149.78 feet to a ½ inch iron rod with cap set for an angle point,
29. S 85° 36' 55" E for a distance of 150.00 feet to a ½ inch iron rod with cap set for an angle point,

30. N 04° 22' 59" E for a distance of 250.01 feet to a ½ inch iron rod with cap set for an angle point,
31. N 11° 09' 28" W for a distance of 353.16 feet to a ½ inch iron rod with cap set for an angle point,
32. N 66° 40' 40" W for a distance of 156.48 feet to a ½ inch iron rod with cap set for an angle point,
33. N 22° 32' 22" W for a distance of 108.00 feet to a ½ inch iron rod with cap set for an angle point,
34. N 14° 20' 47" E for a distance of 105.33 feet to a ½ inch iron rod with cap set for an angle point,
35. N 34° 35' 46" E for a distance of 104.74 feet to a ½ inch iron rod with cap set for an angle point,
36. N 43° 20' 57" E for a distance of 92.72 feet to a ½ inch iron rod with cap set for an angle point,
37. N 88° 00' 02" E for a distance of 43.24 feet to a ½ inch iron rod with cap set for an angle point,
38. N 24° 02' 49" E for a distance of 633.40 feet to a ½ inch iron rod with cap set for an angle point,
39. N 46° 19' 30" E for a distance of 461.01 feet to a ½ inch iron rod with cap set for an angle point,
40. N 39° 34' 26" E for a distance of 294.94 feet to a ½ inch iron rod with cap set for an angle point,
41. N 26° 42' 31" E for a distance of 307.47 feet to a ½ inch iron rod with cap set for an angle point,
and
42. N 06° 17' 00" W for a distance of 157.16 feet to the POINT OF BEGINNING and containing
41.94 acres of land, and

TRACT "E" (GOLF COURSE HOLES 9 THRU 12)

COMMENCING at a ½ inch iron rod with cap found for the southwest corner of Lot 9 of D & N Builders Tract, an unrecorded subdivision, in Williamson County, Texas, being also the northwest corner of Lot 8 of said D & N Builders Tract, and being in the east line of said 812.99 acre tract;

THENCE, S 21° 17' 11" E, with the east line of said 812.99 acre tract and the west line of said Lot 8, for a distance of 92.65 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE, continuing with the east line of said 812.99 acre tract and the west line of said Lot 8, and with the east line of the herein described tract, the following three (3) courses:

1. S 21° 17' 11" E, for a distance of 998.30 feet to an iron rod found,
2. S 40° 19' 57" E, for a distance of 94.58 feet to an iron rod found, and
3. S 46° 39' 28" E, for a distance of 182.74 feet to a ½ inch iron rod with cap set,

THENCE, departing the west line of said Lot 8 and over and across said 812.99 acre tract, with the east, south, west and north lines of the herein described tract, the following forty-three (43) courses:

1. S 68° 06' 03" W for a distance of 492.34 feet to a ½ inch iron rod with cap set for an angle point,
2. S 00° 30' 05" W for a distance of 428.52 feet to a ½ inch iron rod with cap set for an angle point,
3. S 68° 38' 17" W for a distance of 101.45 feet to a ½ inch iron rod with cap set for an angle point,
4. S 63° 09' 07" W for a distance of 80.61 feet to a ½ inch iron rod with cap set for an angle point,
5. S 67° 10' 46" W for a distance of 183.80 feet to a ½ inch iron rod with cap set for an angle point,
6. S 37° 24' 06" W for a distance of 100.86 feet to a ½ inch iron rod with cap set for an angle point,
7. S 10° 57' 17" E for a distance of 125.44 feet to a ½ inch iron rod with cap set for an angle point,

8. S 20° 47' 15" E for a distance of 782.68 feet to a ½ inch iron rod with cap set for an angle point,
9. S 86° 59' 35" W for a distance of 148.69 feet to a ½ inch iron rod with cap set for an angle point,
10. S 03° 36' 04" E for a distance of 269.69 feet to a ½ inch iron rod with cap set for an angle point,
11. S 27° 57' 52" W for a distance of 841.37 feet to a ½ inch iron rod with cap set for an angle point,
12. S 49° 11' 02" W for a distance of 266.92 feet to a ½ inch iron rod with cap set for an angle point,
13. S 31° 12' 09" W for a distance of 416.63 feet to a ½ inch iron rod with cap set for an angle point,
14. S 80° 39' 10" E for a distance of 185.82 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
15. along said curve to the right, an arc distance of 38.91 feet, said curve having a radius of 325.00 feet, a central angle of 06° 51' 36" and a chord bearing of S 08° 48' 56" W, for a chord distance of 38.89 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
16. along said curve to the right, an arc distance of 22.42 feet, said curve having a radius of 15.00 feet, a central angle of 85° 40' 12" and a chord bearing of S 51° 38' 05" W, for a chord distance of 20.39 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
17. along said curve to the left, an arc distance of 43.59 feet, said curve having a radius of 275.00 feet, a central angle of 09° 04' 25" and a chord bearing of S 89° 55' 02" W, for a chord distance of 43.54 feet to a ½ inch iron rod with cap set at the end of said curve,
18. S 85° 22' 30" W for a distance of 233.16 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
19. along said curve to the right an arc distance of 389.03 feet, said curve having a radius of 570.00 feet, a central angle of 39° 06' 16" and a chord of which bears N 75° 04' 22" W for a chord distance of 381.52 feet to a ½ inch iron rod with cap set at the end of said curve,
20. N 55° 31' 16" W for a distance of 134.52 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
21. along said curve to the right, an arc distance of 22.51 feet, said curve having a radius of 15.00 feet, a central angle of 85° 56' 30" and a chord of which bears of N 12° 30' 57" W, for a chord distance of 20.46 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
22. along said curve to the left, an arc distance of 187.66 feet, said curve having a radius of 630.00 feet, a central angle of 17° 03' 59" and a chord bearing of N 21° 56' 45" E, for a chord distance of 186.96 feet to a ½ inch iron rod with cap set at the end of said curve,
23. N 13° 24' 47" E for a distance of 202.91 feet to a ½ inch iron rod with cap set for an angle point,
24. S 76° 35' 13" E for a distance of 152.05 feet to a ½ inch iron rod with cap set for an angle point,
25. N 77° 34' 48" E for a distance of 134.69 feet to a ½ inch iron rod with cap set for an angle point,
26. N 26° 42' 56" E for a distance of 577.95 feet to a ½ inch iron rod with cap set for an angle point,
27. N 16° 56' 02" E for a distance of 557.94 feet to a ½ inch iron rod with cap set for an angle point,
28. N 02° 57' 25" E for a distance of 1015.62 feet to a ½ inch iron rod with cap set for an angle point,
29. N 05° 08' 39" W for a distance of 378.98 feet to a ½ inch iron rod with cap set for an angle point,
30. N 86° 50' 24" W for a distance of 140.95 feet to a ½ inch iron rod with cap set for an angle point,
31. N 03° 09' 36" E for a distance of 40.27 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
32. along said curve to the right, an arc distance of 320.69 feet, said curve having a radius of 570.00 feet, a central angle of 32° 14' 19" and a chord of which bears N 19° 16' 44" E for a chord

distance of 316.48 feet to a ½ inch iron rod with cap set at the end of said curve.

33. N 34° 59' 24" E for a distance of 71.83 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
34. along said curve to the right, an arc distance of 125.65 feet, said curve having a radius of 575.00 feet, a central angle of 12° 31' 55" and a chord of which bears N 48° 50' 26" E for a chord distance of 125.40 feet to a ½ inch iron rod with cap set at the end of said curve,
35. S 41° 13' 41" E for a distance of 214.23 feet to a ½ inch iron rod with cap set for an angle point,
36. N 80° 09' 38" E for a distance of 177.61 feet to a ½ inch iron rod with cap set for an angle point,
37. N 54° 08' 29" E for a distance of 177.68 feet to a ½ inch iron rod with cap set for an angle point,
38. N 23° 16' 10" E for a distance of 175.11 feet to a ½ inch iron rod with cap set for an angle point,
39. N 23° 17' 45" W for a distance of 794.20 feet to a ½ inch iron rod with cap set for an angle point,
40. N 59° 08' 58" W for a distance of 142.20 feet to a ½ inch iron rod with cap set for an angle point,
41. N 30° 50' 59" E for a distance of 239.79 feet to a ½ inch iron rod with cap set for an angle point,
42. S 45° 33' 33" E for a distance of 318.15 feet to a ½ inch iron rod with cap set for an angle point, and
43. N 68° 44' 34" E for a distance of 171.59 feet to the POINT OF BEGINNING and containing 62.63 acres of land, and

TRACT "F" (GOLF COURSE HOLES 4 THRU 8)

COMMENCING at a iron rod found for the northwest corner of said 812.99 acre tract, being also the northeast corner of that certain 121.21 acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2489, Page 651 of the Deed Records of Williamson County, Texas, and being in the south line of that certain 170.00 acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Deed Records of Williamson County, Texas;

THENCE, S 21° 11' 16" E, with the west line of said 812.99 acre tract and the east line of said 121.21 acre tract, for a distance of 700.41 feet to a point;

THENCE, N 68° 48' 44" E, departing the west line of said 121.21 acre tract and over and across said 812.99 acre tract, for a distance of 73.69 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the north, east, south and west lines of the herein described tract, the following eighty (80) courses and distances;

1. N 70° 28' 14" E for a distance of 126.14 feet to a ½ inch iron rod with cap set,
2. N 36° 31' 38" E for a distance of 60.18 feet to a ½ inch iron rod with cap set,
3. N 14° 08' 17" W for a distance of 308.48 feet to a ½ inch iron rod with cap set,
4. N 35° 20' 02" E for a distance of 198.98 feet to a ½ inch iron rod with cap set,
5. N 74° 21' 50" E for a distance of 420.70 feet to a ½ inch iron rod with cap set,
6. N 68° 29' 53" E for a distance of 552.15 feet to a ½ inch iron rod with cap set,
7. N 47° 48' 35" E for a distance of 190.99 feet to a ½ inch iron rod with cap set,
8. N 69° 56' 30" E for a distance of 38.40 feet to a ½ inch iron rod with cap set,
9. S 61° 02' 51" E for a distance of 64.84 feet to a ½ inch iron rod with cap set,
10. N 76° 52' 55" E for a distance of 1153.90 feet to a ½ inch iron rod with cap set,

11. S 67° 03' 29" E for a distance of 221.86 feet to a ½ inch iron rod with cap set,
12. S 33° 03' 36" E for a distance of 356.69 feet to a ½ inch iron rod with cap set,
13. S 07° 41' 06" E for a distance of 89.96 feet to a ½ inch iron rod with cap set,
14. S 44° 38' 38" E for a distance of 33.00 feet to a ½ inch iron rod with cap set,
15. S 00° 36' 56" W for a distance of 26.99 feet to a ½ inch iron rod with cap set,
16. S 20° 58' 39" W for a distance of 41.84 feet to a ½ inch iron rod with cap set,
17. S 57° 46' 50" W for a distance of 125.46 feet to a ½ inch iron rod with cap set,
18. S 13° 18' 57" E for a distance of 907.91 feet to a ½ inch iron rod with cap set,
19. S 67° 19' 56" E for a distance of 152.19 feet to a ½ inch iron rod with cap set,
20. N 68° 59' 48" E for a distance of 116.93 feet to a ½ inch iron rod with cap set,
21. S 56° 44' 05" E for a distance of 81.95 feet to a ½ inch iron rod with cap set,
22. S 27° 34' 51" E for a distance of 51.21 feet to a ½ inch iron rod with cap set,
23. N 67° 46' 31" E for a distance of 163.74 feet to a ½ inch iron rod with cap set in a curve to the right,
24. along said curve to the right, an arc distance of 158.84 feet, said curve having a radius of 374.96 feet, a central angle of 24° 16' 20" and a chord bearing of S 20° 54' 08" E, for a chord distance of 157.66 feet to a ½ inch iron rod with cap set at the end of said curve,
25. S 55° 47' 00" W for a distance of 246.30 feet to a ½ inch iron rod with cap set,
26. S 01° 00' 34" W for a distance of 124.89 feet to a ½ inch iron rod with cap set,
27. S 30° 50' 58" W for a distance of 117.63 feet to a ½ inch iron rod with cap set,
28. S 59° 08' 57" E for a distance of 127.82 feet to a ½ inch iron rod with cap set,
29. S 30° 51' 03" W for a distance of 56.64 feet to a ½ inch iron rod with cap set,
30. N 59° 08' 56" W for a distance of 148.17 feet to a ½ inch iron rod with cap set,
31. S 54° 23' 37" W for a distance of 164.97 feet to a ½ inch iron rod with cap set,
32. S 72° 01' 42" W for a distance of 141.18 feet to a ½ inch iron rod with cap set,
33. N 85° 04' 04" W for a distance of 125.03 feet to a ½ inch iron rod with cap set,
34. N 77° 17' 07" W for a distance of 324.31 feet to a ½ inch iron rod with cap set,
35. N 04° 38' 34" E for a distance of 230.54 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
36. along said curve to the left, an arc distance of 114.67 feet, said curve having a radius of 625.18 feet, a central angle of 10° 30' 32" and a chord bearing of N 00° 36' 56" W, for a chord distance of 114.51 feet to a ½ inch iron rod with cap set at the end of said curve,
37. S 64° 01' 56" E for a distance of 85.80 feet to a ½ inch iron rod with cap set,
38. S 71° 25' 09" E for a distance of 141.47 feet to a ½ inch iron rod with cap set,
39. N 20° 15' 42" W for a distance of 726.12 feet to a ½ inch iron rod with cap set,
40. N 64° 26' 07" E for a distance of 160.10 feet to a ½ inch iron rod with cap set,

41. N 00° 54' 53" E for a distance of 485.45 feet to a ½ inch iron rod with cap set,
42. N 40° 40' 08" W for a distance of 351.87 feet to a ½ inch iron rod with cap set,
43. N 82° 08' 24" W for a distance of 195.97 feet to a ½ inch iron rod with cap set,
44. N 87° 09' 24" W for a distance of 386.05 feet to a ½ inch iron rod with cap set,
45. S 57° 16' 01" W for a distance of 80.21 feet to a ½ inch iron rod with cap set,
46. S 07° 51' 35" W for a distance of 153.78 feet to a ½ inch iron rod with cap set,
47. S 68° 16' 31" W for a distance of 669.30 feet to a ½ inch iron rod with cap set,
48. S 87° 38' 08" W for a distance of 578.81 feet to a ½ inch iron rod with cap set,
49. S 02° 21' 56" E for a distance of 376.26 feet to a ½ inch iron rod with cap set,
50. S 51° 37' 00" E for a distance of 144.70 feet to a ½ inch iron rod with cap set,
51. N 80° 05' 47" E for a distance of 258.71 feet to a ½ inch iron rod with cap set,
52. S 11° 45' 40" E for a distance of 294.13 feet to a ½ inch iron rod with cap set,
53. S 04° 00' 03" E for a distance of 554.39 feet to a ½ inch iron rod with cap set,
54. S 55° 22' 22" E for a distance of 68.33 feet to a ½ inch iron rod with cap set,
55. S 72° 00' 15" E for a distance of 89.53 feet to a ½ inch iron rod with cap set,
56. S 43° 31' 21" E for a distance of 429.99 feet to a ½ inch iron rod with cap set,
57. S 43° 27' 26" E for a distance of 541.53 feet to a ½ inch iron rod with cap set,
58. S 32° 59' 58" E for a distance of 732.61 feet to a ½ inch iron rod with cap set,
59. S 55° 08' 28" E for a distance of 84.58 feet to a ½ inch iron rod with cap set in a curve to the right,
60. along said curve to the right, an arc distance of 330.26 feet, said curve having a radius of 275.28 feet, a central angle of 68° 44' 15" and a chord bearing of S 73° 10' 52" W, for a chord distance of 310.80 feet to a ½ inch iron rod with cap set at the end of said curve,
61. N 15° 58' 36" E for a distance of 116.04 feet to a ½ inch iron rod with cap set for an angle point,
62. N 49° 54' 45" W for a distance of 374.39 feet to a ½ inch iron rod with cap set for an angle point,
63. S 16° 12' 49" W for a distance of 262.38 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
64. along said curve to the right, an arc distance of 132.96 feet, said curve having a radius of 375.29 feet, a central angle of 20° 17' 57" and a chord bearing of N 52° 41' 17" W, for a chord distance of 132.27 feet to a ½ inch iron rod with cap set at the end of said curve,
65. N 42° 47' 02" W for a distance of 119.53 feet to a ½ inch iron rod with cap set for an angle point,
66. N 47° 13' 04" E for a distance of 232.97 feet to a ½ inch iron rod with cap set for an angle point,
67. N 51° 53' 20" W for a distance of 306.37 feet to a ½ inch iron rod with cap set for an angle point,
68. N 61° 11' 13" W for a distance of 511.94 feet to a ½ inch iron rod with cap set for an angle point,
69. N 38° 03' 04" W for a distance of 117.77 feet to a ½ inch iron rod with cap set for an angle point,
70. N 14° 56' 14" W for a distance of 572.55 feet to a ½ inch iron rod with cap set for an angle point,

71. N 73° 45' 44" W for a distance of 305.34 feet to a ½ inch iron rod with cap set for an angle point,
72. N 21° 12' 40" W for a distance of 30.85 feet to a ½ inch iron rod with cap set in a curve to the left,
73. along said curve to the left, an arc distance of 33.16 feet, said curve having a radius of 420.22 feet, a central angle of 04° 31' 16" and a chord bearing of N 23° 27' 42" W, for a chord distance of 33.15 feet to a ½ inch iron rod with cap set at the end of said curve,
74. S 73° 45' 00" E for a distance of 189.68 feet to a ½ inch iron rod with cap set for an angle point,
75. N 17° 10' 57" E for a distance of 46.30 feet to a ½ inch iron rod with cap set for an angle point,
76. N 20° 59' 54" W for a distance of 244.07 feet to a ½ inch iron rod with cap set for an angle point,
77. N 52° 15' 24" W for a distance of 381.90 feet to a ½ inch iron rod with cap set for an angle point,
78. S 46° 23' 18" W for a distance of 149.70 feet to a ½ inch iron rod with cap set in a curve to the right,
79. along said curve to the right, an arc distance of 81.81 feet, said curve having a radius of 275.00 feet, a central angle of 17° 02' 43" and a chord bearing of N 28° 03' 09" W, for a chord distance of 81.51 feet to a ½ inch iron rod with cap set at the end of said curve, and
80. N 19° 31' 47" W for a distance of 314.24 feet to the POINT OF BEGINNING and containing 73.91 acres of land, and

TRACT "G" (GOLF COURSE HOLES 17, 18 AND CLUB HOUSE)

COMMENCING at a ½ inch iron rod found for the southeast corner of said 812.99 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 82° 26' 24" W, with the south line of said 812.99 acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 4103.66 feet to a point;

THENCE, N 07° 33' 36" E, departing the north line of said State Highway 29 right-of-way and over and across said 812.99 acre tract, for a distance of 415.28 feet to a ½ inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract the following twenty-four (24) courses:

1. N 75° 29' 18" W for a distance of 197.90 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
2. along said curve to the left, an arc distance of 64.95 feet, said curve having a radius of 630.00 feet, a central angle of 05° 54' 16" and a chord of which bears N 78° 26' 20" W for a chord distance of 64.92 feet to a ½ inch iron rod with cap set at the end of said curve,
3. N 81° 23' 29" W for a distance of 370.44 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right
4. along said curve to the right, an arc distance of 681.91 feet, said curve having a radius of 650.00 feet, a central angle of 60° 06' 27" and a chord of which bears N 51° 20' 17" W for a chord distance of 651.06 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
5. along said curve to the right, an arc distance of 17.22 feet, said curve having a radius of 15.00 feet, a central angle of 65° 46' 21" and a chord of which bears N 11° 36' 07" E for a chord distance of 16.29 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
6. along said curve to the left, an arc distance of 82.90 feet, said curve having a radius of 90.00 feet, a central angle of 52° 46' 28" and a chord of which bears N 18° 06' 04" E for a chord distance of 80.00 feet to a ½ inch iron rod with cap set at a point of reverse curve to the right,

7. along said curve to the right, an arc distance of 17.01 feet, said curve having a radius of 15.00 feet, a central angle of $64^{\circ} 57' 33''$ and a chord of which bears $N 24^{\circ} 06' 43'' E$ for a chord distance of 16.11 feet to a $\frac{1}{2}$ inch iron rod with cap set at a point of compound curve to the right,
8. along said curve to the right, an arc distance of 375.65 feet, said curve having a radius of 570.00 feet, a central angle of $37^{\circ} 57' 33''$ and a chord of which bears $N 75^{\circ} 28' 10'' E$ for a chord distance of 368.89 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
9. $S 85^{\circ} 16' 22'' E$ for a distance of 105.21 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the left,
10. along said curve to the left, an arc distance of 502.22 feet, said curve having a radius of 630.00 feet, a central angle of $45^{\circ} 40' 28''$ and a chord of which bears $N 71^{\circ} 35' 43'' E$ for a chord distance of 489.02 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
11. $N 48^{\circ} 45' 38'' E$ for a distance of 29.23 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
12. $S 42^{\circ} 27' 26'' E$ for a distance of 198.27 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
13. $N 47^{\circ} 32' 18'' E$ for a distance of 300.00 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
14. $S 86^{\circ} 51' 40'' E$ for a distance of 923.56 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
15. $S 31^{\circ} 31' 23'' E$ for a distance of 87.66 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
16. $S 21^{\circ} 14' 43'' W$ for a distance of 532.09 feet to a $\frac{1}{2}$ inch iron rod with cap set in a curve to the left,
18. along said curve to the left, an arc distance of 73.18 feet, said curve having a radius of 430.00 feet, a central angle of $09^{\circ} 42' 05''$ and a chord of which bears $S 85^{\circ} 22' 11'' W$ for a chord distance of 73.09 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
19. $S 80^{\circ} 06' 14'' W$ for a distance of 203.48 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the left,
20. along said curve to the left, an arc distance of 239.86 feet, said curve having a radius of 730.00 feet, a central angle of $18^{\circ} 49' 00''$ and a chord of which bears $S 70^{\circ} 41' 24'' W$ for a chord distance of 238.78 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
21. $S 61^{\circ} 16' 34'' W$ for a distance of 388.87 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the right,
22. along said curve to the right, an arc distance of 16.68 feet, said curve having a radius of 15.00 feet, a central angle of $63^{\circ} 42' 46''$ and a chord of which bears $N 86^{\circ} 52' 03'' W$ for a chord distance of 15.83 feet to a $\frac{1}{2}$ inch iron rod with cap set at a point of reverse curve to the left,
23. along said curve to the left, an arc distance of 124.21 feet, said curve having a radius of 85.00 feet, a central angle of $83^{\circ} 43' 43''$ and a chord of which bears $S 83^{\circ} 07' 28'' W$ for a chord distance of 113.45 feet to a $\frac{1}{2}$ inch iron rod with cap set at a point of reverse curve to the right, and
24. along said curve to the right, an arc distance of 16.56 feet, said curve having a radius of 15.00 feet, a central angle of $63^{\circ} 18' 01''$ and a chord of which bears $S 72^{\circ} 53' 50'' W$ for a chord distance of 15.73 feet to the POINT OF BEGINNING and containing 33.09 acres of land, and

TRACT "H" (MAINTENANCE FACILITY)

COMMENCING at a $\frac{1}{2}$ inch iron rod found for the southwest corner of said 812.99 acre tract, being also the southeast corner of that certain 8.881 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100 foot wide right-of-way;

523.00 ACRES
CIMARRON HILLS
REALTOR TRACT

F.M. 6176 (WDW)
AUGUST 11, 2000
PBS&J JOB NO. 440190.00 5201

THENCE, with the west line of said 812.99 acre tract and the east line of said 8.881 acre tract, the following two (2) courses:

1. N 22° 10' 00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21° 14' 06" W, for a distance of 351.38 feet to a point being in the east line of said 812.99 acre tract and being in the east line of that certain 8.725 acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County Texas;

THENCE, N 21° 14' 06" W, with the west line of said 812.99 acre tract and the east line of said 8.725 acre tract, for a distance of 771.70 feet to a 60d nail found for an angle point in the east line of said 812.99 acre tract and being in the east line of that certain 12.564 acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20° 41' 21" W, continuing with the west line of said 812.99 acre tract and the east line of said 12.564 acre tract, for a distance of 266.08 feet to an iron rod found for the northeast corner of said 12.564 acre tract, being also an angle point in the west line of said 812.99 acre tract and being the southeast corner of that certain 20.0 acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21° 12' 27" W, with the east line of said 20.0 acre tract and the west line of said 812.99 acre tract, for a distance of 593.26 feet to an angle point;

THENCE, N 68° 47' 33" E, departing the east line of said 20.0 acre tract and over and across said 812.99 acre tract, for a distance of 60.72 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING and being the southwest corner of the herein described tract;

THENCE, N 21° 18' 57" W, continuing over and across said 812.99 acre tract, with the west line of the herein described tract, for a distance of 375.37 feet to a ½ inch iron rod with cap set for the northwest corner of the herein described tract, being also in the north line of said 812.99 acre tract and being in the south line of that certain 98.30 acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas;

THENCE, N 69° 56' 01" E, with the north line of the herein described tract, the north line of said 812.99 acre tract and the south line of said 98.30 acre tract, for a distance of 350.66 feet to a ½ inch iron rod with cap found for the northeast corner of the herein described tract;

THENCE, departing the south line of said 98.30 acre tract and over and across said 812.99 acre tract, with the east and south lines of the herein described tract, the following two (2) courses and distances;

1. S 20° 32' 08" E for a distance of 372.45 feet to a ½ inch iron rod with cap set for the southeast corner of the herein described tract, and

523.00 ACRES
CIMARRON HILLS
REALTOR TRACT

F.R. 6176 (WDW)
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PBS&J JOB NO. 440190.00 5201

2. S 69° 27' 48" W for a distance of 345.54 feet to the POINT OF BEGINNING and containing 2.99 acres of land.

FOR A REMAINING TOTAL OF 523.01 ACRES.

Bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 1983
Convergence = 01°21'27".

THE STATE OF TEXAS

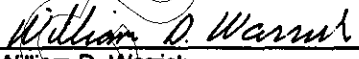
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July and August, 2000 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 11th day of August, 2000, A.D.

PBS&J
P.O. Box 162690
Austin, Texas 78716-2690


William D. Warrick
Registered Professional Land Surveyor
No. 4426 - State of Texas

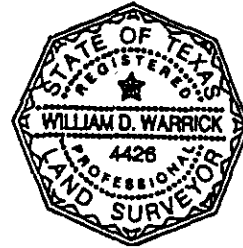


EXHIBIT "B"
LEGAL DESCRIPTION OF THE CLUB PROPERTY

The legal description of the Club Property is set forth in the attached Exhibit "B-1".

Unofficial Document

DESCRIPTION OF 289.95 ACRES, BEING A 19.39 ACRE TRACT OF LAND, HEREIN CALLED TRACT "A", A 28.29 ACRE TRACT OF LAND, HEREIN CALLED TRACT "B", A 27.74 ACRE TRACT OF LAND, HEREIN CALLED TRACT "C", A 41.84 ACRE TRACT OF LAND, HEREIN CALLED TRACT "D", A 62.63 ACRE TRACT OF LAND, HEREIN CALLED TRACT "E", A 73.91 ACRE TRACT OF LAND, HEREIN CALLED TRACT "F", A 33.09 ACRE TRACT OF LAND, HEREIN CALLED TRACT "G", AND A 2.99 ACRE TRACT OF LAND, HEREIN CALLED TRACT "H", ALL SITUATED IN THE A. H. PORTER SURVEY, ABSTRACT NO. 490, BEING A PORTION OF THAT CERTAIN CALLED 813.09 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RESORT PROPERTIES, INC. OF RECORD IN VOLUME 2148, PAGE 318 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.39 ACRE TRACT "A", 30.19 ACRE TRACT "B", 27.74 ACRE TRACT "C", 41.84 ACRE TRACT "D", 62.63 ACRE TRACT "E", 73.91 ACRE TRACT "F", 28.29 ACRE TRACT "G" AND 2.99 ACRE TRACT "H" BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT "A" (DRIVING RANGE)

COMMENCING at a ½ inch iron rod found for the southwest corner of said 812.99 acre tract, being also the southeast corner of that certain 8.881 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100 foot wide right-of-way;

THENCE, with the west line of said 812.99 acre tract and the east line of said 8.881 acre tract, the following two (2) courses:

1. N 22° 10' 00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21° 14' 06" W, for a distance of 351.38 feet to a point being in the west line of said 812.99 acre tract and being in the east line of that certain 8.725 acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County Texas;

THENCE, N 68° 45' 54" E, departing the east line of said 8.725 acre tract and over and across said 812.99 acre tract, for a distance of 65.84 feet to an iron rod with cap set for the POINT OF BEGINNING and the southwest corner of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the west, north, east and south lines of the herein described tract, the following thirteen (13) courses:

1. N 21° 18' 57" W for a distance of 1580.99 feet to an ½ inch iron rod with cap set, and being the northwest corner of the herein described tract,
2. N 69° 27' 48" E for a distance of 376.10 feet to a ½ inch iron rod with cap set for the northeast corner of the herein described tract,
3. S 25° 48' 31" E for a distance of 1142.53 feet to a ½ inch iron rod with cap set,
4. S 88° 46' 02" E for a distance of 255.00 feet to a ½ inch iron rod with cap set,
5. S 04° 26' 09" W for a distance of 182.05 feet to a ½ inch iron rod with cap set,
6. S 85° 33' 57" E for a distance of 404.19 feet to a ½ inch iron rod with cap set,
7. S 04° 25' 53" W for a distance of 143.25 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right, and being the southeast corner of the herein described tract,
8. along said curve to the right, an arc distance of 23.59 feet, said curve having a radius of 15.00, a central angle of 90° 06' 57" and a chord bearing of S 49° 29' 21" W and a chord distance of 21.23 to a ½ inch iron rod with cap set at a point of reverse curvature to the left,
9. along said curve to the left, an arc distance of 417.77 feet, said curve having a radius of 630.00 feet, a central angle of 37° 59' 40" and a chord bearing of S 75° 32' 59" W for a chord distance of 410.16 feet to a ½ inch iron rod with cap set at a point of reverse curvature to the right,
10. along said curve to the right, an arc distance of 16.86 feet, said curve having a radius of 15.00, a central angle of 64° 23' 44" and a chord bearing of S 88° 45' 01" W, for a chord distance of 15.99 feet to a ½ inch iron rod with cap set at a point of reverse curvature to the left,
11. along said curve to the left, an arc distance of 159.33 feet, said curve having a radius of 90.00

**289.98 ACRES IN 8 TRACTS
GOLF COURSE BOUNDARY**

**F.N. 8171 (WDW)
AUGUST 9, 2000
PBS&J JOB NO. 440190.00 5201**

feet, a central angle of $101^{\circ} 25' 44''$ and a chord bearing of $S 70^{\circ} 14' 01'' W$, for a chord distance of 139.32 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,

12. $N 70^{\circ} 29' 12'' W$ for a distance of 131.58 feet to a $\frac{1}{2}$ inch iron rod with cap set, and
13. $S 88^{\circ} 46' 05'' W$ for a distance of 239.13 feet to the POINT OF BEGINNING and containing 19.39 acres of land, and

TRACT "B" (GOLF COURSE HOLES 15 AND 16)

BEGINNING at a $\frac{1}{2}$ inch iron rod found for the southeast corner of said 812.99 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100 foot wide right-of-way;

THENCE, $N 82^{\circ} 26' 24'' W$, with the south line of said 812.99 acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 1269.10 feet to a point;

THENCE, $N 07^{\circ} 33' 36'' E$, departing the north line of said State Highway 29 right-of-way and over and across said 812.99 acre tract, for a distance of 78.83 feet to a $\frac{1}{2}$ inch iron rod with cap set for the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the south, west, north and east lines of the herein described tract, the following thirty-two (32) courses:

1. $N 82^{\circ} 26' 41'' W$ for a distance of 1081.02 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
2. $N 07^{\circ} 33' 43'' E$ for a distance of 121.27 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
3. $N 82^{\circ} 26' 23'' W$ for a distance of 280.00 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
4. $S 07^{\circ} 33' 32'' W$ for a distance of 121.30 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
5. $N 82^{\circ} 26' 42'' W$ for a distance of 1108.62 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
6. $N 07^{\circ} 33' 18'' E$ for a distance of 463.93 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
7. $N 61^{\circ} 16' 42'' E$ for a distance of 155.86 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the right,
8. along said curve to the right, an arc distance of 218.18 feet, said curve having a radius of 670.00 feet, a central angle of $18^{\circ} 39' 26''$ and a chord of which bears $N 70^{\circ} 46' 27'' E$ for a chord distance of 217.22 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
9. $N 80^{\circ} 06' 01'' E$ for a distance of 51.89 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
10. $S 09^{\circ} 53' 46'' E$ for a distance of 150.00 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
11. $N 80^{\circ} 06' 18'' E$ for a distance of 125.00 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
12. $N 88^{\circ} 25' 37'' E$ for a distance of 175.95 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
13. $S 45^{\circ} 10' 30'' E$ for a distance of 129.66 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
14. $S 31^{\circ} 37' 08'' E$ for a distance of 65.23 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
15. $S 39^{\circ} 25' 05'' E$ for a distance of 171.93 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
16. $S 72^{\circ} 20' 04'' E$ for a distance of 198.08 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
17. $N 76^{\circ} 29' 49'' E$ for a distance of 132.89 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
18. $N 89^{\circ} 05' 26'' E$ for a distance of 126.02 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,

19. S 76° 15' 29" E for a distance of 131.30 feet to a ½ inch iron rod with cap set for an angle point,
20. S 88° 15' 06" E for a distance of 509.71 feet to a ½ inch iron rod with cap set for an angle point,
21. N 85° 17' 52" E for a distance of 167.24 feet to a ½ inch iron rod with cap set for an angle point,
22. N 75° 04' 04" E for a distance of 150.00 feet to a ½ inch iron rod with cap set for an angle point,
23. N 14° 56' 01" W for a distance of 124.53 feet to a ½ inch iron rod with cap set in a curve to the right,
24. along said curve to the right, an arc distance of 30.31 feet, said curve having a radius of 275.00 feet, a central angle of 06° 20' 21" and a chord of which bears S 81° 44' 39" E for a chord distance of 30.29 feet to a ½ inch iron rod with cap set at the end of said curve,
25. S 78° 35' 06" E for a distance of 147.54 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
26. along said curve to the left, an arc distance of 138.44 feet, said curve having a radius of 325.00 feet, a central angle of 24° 24' 54" and a chord of which bears N 89° 12' 58" E for a chord distance of 137.39 feet to a ½ inch iron rod with cap set at the end of said curve,
27. N 77° 00' 47" E for a distance of 275.05 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
28. along said curve to the left, an arc distance of 74.21 feet, said curve having a radius of 1025.00 feet, a central angle of 04° 08' 40" and a chord which bears N 74° 56' 14" E, for a chord distance of 74.19 feet to a ½ inch iron rod with cap set at the end of said curve,
29. S 21° 27' 08" E for a distance of 71.31 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
30. along said curve to the right, an arc distance of 104.89 feet, said curve having a radius of 75.00 feet, a central angle of 80° 06' 45" and a chord of which bears S 18° 36' 54" W for a chord distance of 96.55 feet to a ½ inch iron rod with cap set at the end of said curve,
31. S 58° 40' 52" W for a distance of 784.69 feet to a ½ inch iron rod with cap set for an angle point, and
32. S 38° 41' 52" E for a distance of 155.37 feet to the POINT OF BEGINNING and containing 28.29 acres of land, and

TRACT "C" (GOLF COURSE HOLES 13 AND 14)

COMMENCING at a ½ inch iron rod found for the southeast corner of said 812.99 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 22° 03' 11" W, with the east line of said 812.99 acre tract and the west line of said 37.995 acre tract, for a distance of 603.46 feet to a ½ inch iron rod found for an angle point;

THENCE, N 21° 03' 34" W, continuing with the east line of said 812.99 acre tract and the west line of said 37.995 acre tract, for a distance of 570.06 feet to an angle point;

THENCE, S 68° 56' 26" W, departing the west line of said 37.995 acre tract and over and across said 812.99 acre tract, for a distance of 162.10 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING and being at the beginning of a curve to the right;

THENCE, continuing over and across said 812.99 acre tract, with the east, south, west and north lines of the herein described tract, for following forty (40) courses:

1. along said curve to the right, an arc distance of 23.58 feet, said curve having a radius of 15.00, a central angle of 90° 04' 18" and a chord bearing of S 23° 34' 53" W, for a chord distance of 21.22 feet to a ½ inch iron rod with cap set at the end of said curve,

2. S 68° 32' 56" W for a distance of 25.82 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
3. along said curve to the right, an arc distance of 143.99 feet, said curve having a radius of 975.00 feet, a central angle of 08° 27' 17" and a chord bearing of S 72° 46' 48" W, for a chord distance of 143.86 feet to a ½ inch iron rod with cap set at the end of said curve,
4. S 77° 00' 49" W for a distance of 275.05 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
5. along said curve to the right, an arc distance of 49.19 feet, said curve having a radius of 275.00 feet, a central angle of 10° 15' 37" and a chord bearing of S 82° 08' 14" W, for a chord distance of 49.12 feet to a ½ inch iron rod with cap set at the end of said curve,
6. N 06° 30' 19" W for a distance of 128.34 feet to a ½ inch iron rod with cap set for an angle point,
7. N 67° 32' 30" W for a distance of 142.88 feet to a ½ inch iron rod with cap set for an angle point,
8. N 86° 05' 35" W for a distance of 127.10 feet to a ½ inch iron rod with cap set for an angle point,
9. S 83° 20' 03" W for a distance of 250.00 feet to a ½ inch iron rod with cap set for an angle point,
10. N 06° 30' 21" W for a distance of 190.29 feet to a ½ inch iron rod with cap set for an angle point,
11. N 41° 21' 43" W for a distance of 132.84 feet to a ½ inch iron rod with cap set for an angle point,
12. N 11° 04' 58" W for a distance of 127.19 feet to a ½ inch iron rod with cap set for an angle point,
13. N 45° 28' 13" W for a distance of 36.18 feet to a ½ inch iron rod with cap set in a curve to the left,
14. along said curve to the left, an arc distance of 55.76 feet, said curve having a radius of 75.00 feet, a central angle of 42° 36' 04" and a chord bearing of N 24° 21' 16" E, for a chord distance of 54.49 feet to a ½ inch iron rod with cap set at the end of said curve,
15. S 85° 23' 39" E for a distance of 76.84 feet to a ½ inch iron rod with cap set for an angle point,
16. N 57° 12' 30" E for a distance of 111.78 feet to a ½ inch iron rod with cap set for an angle point,
17. N 15° 11' 58" W for a distance of 184.34 feet to a ½ inch iron rod with cap set for an angle point,
18. N 78° 06' 56" W for a distance of 104.25 feet to a ½ inch iron rod with cap set for an angle point,
19. S 81° 54' 09" W for a distance of 510.24 feet to a ½ inch iron rod with cap set for an angle point,
20. N 82° 52' 50" W for a distance of 64.06 feet to a ½ inch iron rod with cap set for an angle point,
21. N 56° 39' 50" W for a distance of 125.25 feet to a ½ inch iron rod with cap set for an angle point,
22. N 48° 25' 35" W for a distance of 887.58 feet to a ½ inch iron rod with cap set for an angle point,
23. N 21° 21' 39" E for a distance of 70.50 feet to a ½ inch iron rod with cap set in a curve to the left,
24. along said curve to the left, an arc distance of 258.99 feet, said curve having a radius of 630.00 feet, a central angle of 23° 33' 43" and a chord bearing of S 82° 50' 50" E for a chord distance of 257.16 feet to a ½ inch iron rod with cap set at the end of said curve,
25. N 85° 22' 33" E for a distance of 217.58 feet to a ½ inch iron rod with cap set for an angle point,
26. S 13° 18' 30" W for a distance of 131.72 feet to a ½ inch iron rod with cap set for an angle point,
27. S 64° 52' 25" E for a distance of 410.44 feet to a ½ inch iron rod with cap set for an angle point,
28. N 85° 18' 51" E for a distance of 170.15 feet to a ½ inch iron rod with cap set for an angle point,

29. N 08° 45' 29" W for a distance of 200.64 feet to a ½ inch iron rod with cap set for an angle point,
30. N 81° 14' 29" E for a distance of 162.52 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
31. along said curve to the right, an arc distance of 57.13, said curve having a radius of 300.00 feet, a central angle of 10° 55' 42" and a chord bearing of N 86° 42' 03" E, for a chord distance of 57.04 feet to a ½ inch iron rod with cap set at the end of said curve,
32. S 87° 50' 58" E for a distance of 174.27 feet to a ½ inch iron rod with cap set for an angle point,
33. S 02° 09' 08" W for a distance of 196.24 feet to a ½ inch iron rod with cap set for an angle point,
34. S 87° 51' 01" E for a distance of 116.23 feet to a ½ inch iron rod with cap set for an angle point,
35. S 31° 39' 52" E for a distance of 815.65 feet to a ½ inch iron rod with cap set for an angle point,
36. S 66° 54' 54" E for a distance of 243.20 feet to a ½ inch iron rod with cap set for an angle point,
37. N 34° 43' 25" E for a distance of 143.76 feet to a ½ inch iron rod with cap set for an angle point,
38. S 54° 57' 59" E for a distance of 27.57 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
39. along said curve to the right, an arc distance of 162.09, said curve having a radius of 275.00 feet, a central angle of 33° 46' 17" and a chord bearing of S 38° 20' 04" E, for a chord distance of 159.75 feet to a ½ inch iron rod with cap set at the end of said curve, and
40. S 21° 26' 53" E for a distance of 351.65 feet to the POINT OF BEGINNING and containing 27.74 acres of land, and

TRACT "D" (GOLF COURSE HOLES 1 THRU 3)

COMMENCING at a ½ inch iron rod with cap found for the southeast corner of that certain 98.30 acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas and being an interior ell corner in the west line of said 812.99 acre tract;

THENCE, N 66° 17' 46" E, over and across said 812.99 acre tract, for a distance of 579.26 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the west, north, east and south lines of the herein described tract, the following forty-two (42) courses:

1. N 59° 19' 11" E for a distance of 312.50 feet to a ½ inch iron rod with cap set for an angle point,
2. N 78° 29' 46" E for a distance of 362.72 feet to a ½ inch iron rod with cap set for an angle point,
3. N 16° 09' 19" W for a distance of 637.29 feet to a ½ inch iron rod with cap set for an angle point,
4. N 12° 24' 00" W for a distance of 125.27 feet to a ½ inch iron rod with cap set for an angle point,
5. N 08° 25' 09" E for a distance of 86.15 feet to a ½ inch iron rod with cap set for an angle point,
6. N 62° 09' 01" W for a distance of 135.59 feet to a ½ inch iron rod with cap set in a curve to the left,
7. along said curve to the left, an arc distance of 174.78, said curve having a radius of 325.00 feet, a central angle of 30° 49' 02" and a chord bearing of N 52° 18' 37" E, for a chord distance of 172.68 feet to a ½ inch iron rod with cap set at the end of said curve,
8. S 74° 24' 42" E for a distance of 306.06 feet to a ½ inch iron rod with cap set for an angle point,
9. S 34° 04' 18" E for a distance of 95.30 feet to a ½ inch iron rod with cap set for an angle point,
10. S 11° 20' 50" E for a distance of 111.24 feet to a ½ inch iron rod with cap set for an angle point,

11. S 03° 28' 54" W for a distance of 750.02 feet to a ½ inch iron rod with cap set for an angle point,
12. S 37° 32' 17" W for a distance of 127.41 feet to a ½ inch iron rod with cap set for an angle point,
13. S 14° 44' 39" W for a distance of 234.60 feet to a ½ inch iron rod with cap set for an angle point,
14. S 47° 27' 52" W for a distance of 123.40 feet to a ½ inch iron rod with cap set for an angle point,
15. S 37° 00' 51" W for a distance of 209.76 feet to a ½ inch iron rod with cap set for an angle point,
16. S 02° 43' 00" W for a distance of 145.99 feet to a ½ inch iron rod with cap set for an angle point,
17. S 01° 32' 40" W for a distance of 300.57 feet to a ½ inch iron rod with cap set for an angle point,
18. S 44° 14' 41" W for a distance of 585.38 feet to a ½ inch iron rod with cap set for an angle point,
19. S 88° 07' 11" W for a distance of 323.98 feet to a ½ inch iron rod with cap set for an angle point,
20. S 24° 02' 46" W for a distance of 531.85 feet to a ½ inch iron rod with cap set for an angle point,
21. S 10° 46' 33" W for a distance of 670.76 feet to a ½ inch iron rod with cap set for an angle point,
22. S 36° 40' 09" E for a distance of 171.81 feet to a ½ inch iron rod with cap set for an angle point,
23. S 41° 17' 28" E for a distance of 40.00 feet to a ½ inch iron rod with cap set for an angle point,
24. S 48° 42' 32" W for a distance of 29.23 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
25. along said curve to the right, an arc distance of 454.39 feet, said curve having a radius of 570.00 feet, a central angle of 45° 40' 30" and a chord bearing of S 71° 32' 39" W, for a chord distance of 442.46 feet to a ½ inch iron rod with cap set at the end of said curve,
26. N 85° 36' 10" W for a distance of 23.10 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
27. along said curve to the right, an arc distance of 23.55 feet, said curve having a radius of 15.00 feet, a central angle of 89° 59' 00" and a chord bearing of N 40° 36' 52" W, for a chord distance of 21.21 feet to a ½ inch iron rod with cap set at the end of said curve,
28. N 04° 22' 56" E for a distance of 149.78 feet to a ½ inch iron rod with cap set for an angle point,
29. S 85° 36' 55" E for a distance of 150.00 feet to a ½ inch iron rod with cap set for an angle point,
30. N 04° 22' 59" E for a distance of 250.01 feet to a ½ inch iron rod with cap set for an angle point,
31. N 11° 09' 28" W for a distance of 353.16 feet to a ½ inch iron rod with cap set for an angle point,
32. N 66° 40' 40" W for a distance of 156.48 feet to a ½ inch iron rod with cap set for an angle point,
33. N 22° 32' 22" W for a distance of 108.00 feet to a ½ inch iron rod with cap set for an angle point,
34. N 14° 20' 47" E for a distance of 105.33 feet to a ½ inch iron rod with cap set for an angle point,
35. N 34° 35' 46" E for a distance of 104.74 feet to a ½ inch iron rod with cap set for an angle point,
36. N 43° 20' 57" E for a distance of 92.72 feet to a ½ inch iron rod with cap set for an angle point,
37. N 88° 00' 02" E for a distance of 43.24 feet to a ½ inch iron rod with cap set for an angle point,
38. N 24° 02' 49" E for a distance of 633.40 feet to a ½ inch iron rod with cap set for an angle point,
39. N 46° 19' 30" E for a distance of 461.01 feet to a ½ inch iron rod with cap set for an angle point,
40. N 39° 34' 26" E for a distance of 294.94 feet to a ½ inch iron rod with cap set for an angle point,

41. N 26° 42' 31" E for a distance of 307.47 feet to a ½ inch iron rod with cap set for an angle point, and
42. N 06° 17' 00" W for a distance of 157.16 feet to the POINT OF BEGINNING and containing 41.94 acres of land, and

TRACT "E" (GOLF COURSE HOLES 9 THRU 12)

COMMENCING at a ½ inch iron rod with cap found for the southwest corner of Lot 9 of D & N Builders Tract, an unrecorded subdivision, in Williamson County, Texas, being also the northwest corner of Lot 8 of said D & N Builders Tract, and being in the east line of said 812.99 acre tract;

THENCE, S 21° 17' 11" E, with the east line of said 812.99 acre tract and the west line of said Lot 8, for a distance of 92.65 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING and northeast corner of the herein described tract;

THENCE, continuing with the east line of said 812.99 acre tract and the west line of said Lot 8, and with the east line of the herein described tract, the following three (3) courses:

1. S 21° 17' 11" E, for a distance of 998.30 feet to an iron rod found,
2. S 40° 19' 57" E, for a distance of 94.58 feet to an iron rod found, and
3. S 46° 39' 28" E, for a distance of 182.74 feet to a ½ inch iron rod with cap set,

THENCE, departing the west line of said Lot 8 and over and across said 812.99 acre tract, with the east, south, west and north lines of the herein described tract, the following forty-three (43) courses:

1. S 68° 06' 03" W for a distance of 492.34 feet to a ½ inch iron rod with cap set for an angle point,
2. S 00° 30' 05" W for a distance of 428.52 feet to a ½ inch iron rod with cap set for an angle point,
3. S 68° 38' 17" W for a distance of 101.45 feet to a ½ inch iron rod with cap set for an angle point,
4. S 63° 09' 07" W for a distance of 80.61 feet to a ½ inch iron rod with cap set for an angle point,
5. S 67° 10' 46" W for a distance of 183.80 feet to a ½ inch iron rod with cap set for an angle point,
6. S 37° 24' 06" W for a distance of 100.86 feet to a ½ inch iron rod with cap set for an angle point,
7. S 10° 57' 17" E for a distance of 125.44 feet to a ½ inch iron rod with cap set for an angle point,
8. S 20° 47' 15" E for a distance of 782.68 feet to a ½ inch iron rod with cap set for an angle point,
9. S 86° 59' 35" W for a distance of 148.69 feet to a ½ inch iron rod with cap set for an angle point,
10. S 03° 36' 04" E for a distance of 269.69 feet to a ½ inch iron rod with cap set for an angle point,
11. S 27° 57' 52" W for a distance of 841.37 feet to a ½ inch iron rod with cap set for an angle point,
12. S 49° 11' 02" W for a distance of 266.92 feet to a ½ inch iron rod with cap set for an angle point,
13. S 31° 12' 09" W for a distance of 416.63 feet to a ½ inch iron rod with cap set for an angle point,
14. S 80° 39' 10" E for a distance of 185.82 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
15. along said curve to the right, an arc distance of 38.91 feet, said curve having a radius of 325.00 feet, a central angle of 08° 51' 36" and a chord bearing of S 08° 48' 56" W, for a chord distance of 38.89 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
16. along said curve to the right, an arc distance of 22.42 feet, said curve having a radius of 15.00 feet, a central angle of 85° 40' 12" and a chord bearing of S 51° 38' 05" W, for a chord distance of 20.39 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,

17. along said curve to the left, an arc distance of 43.59 feet, said curve having a radius of 275.00 feet, a central angle of $09^{\circ} 04' 25''$ and a chord bearing of $S 89^{\circ} 55' 02'' W$, for a chord distance of 43.54 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
18. $S 85^{\circ} 22' 30'' W$ for a distance of 233.16 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the right,
19. along said curve to the right an arc distance of 389.03 feet, said curve having a radius of 570.00 feet, a central angle of $39^{\circ} 06' 16''$ and a chord of which bears $N 75^{\circ} 04' 22'' W$ for a chord distance of 381.52 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
20. $N 55^{\circ} 31' 16'' W$ for a distance of 134.52 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the right,
21. along said curve to the right, an arc distance of 22.51 feet, said curve having a radius of 15.00 feet, a central angle of $85^{\circ} 56' 30''$ and a chord of which bears of $N 12^{\circ} 30' 57'' W$, for a chord distance of 20.46 feet to a $\frac{1}{2}$ inch iron rod with cap set at a point of reverse curve to the left,
22. along said curve to the left, an arc distance of 187.66 feet, said curve having a radius of 630.00 feet, a central angle of $17^{\circ} 03' 59''$ and a chord bearing of $N 21^{\circ} 56' 45'' E$, for a chord distance of 186.96 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
23. $N 13^{\circ} 24' 47'' E$ for a distance of 202.91 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
24. $S 76^{\circ} 35' 13'' E$ for a distance of 152.05 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
25. $N 77^{\circ} 34' 48'' E$ for a distance of 134.69 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
26. $N 26^{\circ} 42' 56'' E$ for a distance of 577.95 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
27. $N 16^{\circ} 56' 02'' E$ for a distance of 557.94 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
28. $N 02^{\circ} 57' 25'' E$ for a distance of 1015.62 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
29. $N 05^{\circ} 08' 39'' W$ for a distance of 378.98 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
30. $N 86^{\circ} 50' 24'' W$ for a distance of 140.95 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
31. $N 03^{\circ} 09' 36'' E$ for a distance of 40.27 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the right,
32. along said curve to the right, an arc distance of 320.69 feet, said curve having a radius of 570.00 feet, a central angle of $32^{\circ} 14' 19''$ and a chord of which bears $N 19^{\circ} 16' 44'' E$ for a chord distance of 316.48 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
33. $N 34^{\circ} 59' 24'' E$ for a distance of 71.83 feet to a $\frac{1}{2}$ inch iron rod with cap set at the beginning of a curve to the right,
34. along said curve to the right, an arc distance of 125.65 feet, said curve having a radius of 575.00 feet, a central angle of $12^{\circ} 31' 55''$ and a chord of which bears $N 48^{\circ} 50' 26'' E$ for a chord distance of 125.40 feet to a $\frac{1}{2}$ inch iron rod with cap set at the end of said curve,
35. $S 41^{\circ} 13' 41'' E$ for a distance of 214.23 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
36. $N 80^{\circ} 09' 38'' E$ for a distance of 177.61 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
37. $N 54^{\circ} 08' 29'' E$ for a distance of 177.68 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
38. $N 23^{\circ} 16' 10'' E$ for a distance of 175.11 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
39. $N 23^{\circ} 17' 45'' W$ for a distance of 794.20 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
40. $N 59^{\circ} 08' 58'' W$ for a distance of 142.20 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,
41. $N 30^{\circ} 50' 59'' E$ for a distance of 239.79 feet to a $\frac{1}{2}$ inch iron rod with cap set for an angle point,

**289.98 ACRES IN 8 TRACTS
GOLF COURSE BOUNDARY**

**F.N. 8171 (WDW)
AUGUST 9, 2000
PBS&J JOB NO. 440190.00 5201**

42. S 45° 33' 33" E for a distance of 318.15 feet to a ½ inch iron rod with cap set for an angle point, and
43. N 68° 44' 34" E for a distance of 171.59 feet to the POINT OF BEGINNING and containing 62.63 acres of land, and

TRACT "F" (GOLF COURSE HOLES 4 THRU 8)

COMMENCING at a iron rod found for the northwest corner of said 812.99 acre tract, being also the northeast corner of that certain 121.21 acre tract of land as described in a deed to John F. & Jeanette L. Griffin, III of record in Volume 2489, Page 651 of the Deed Records of Williamson County, Texas, and being in the south line of that certain 170.00 acre tract of land as described in a deed to Stanley M. & Carol R. Jensen of record in Volume 2179, Page 519 of the Deed Records of Williamson County, Texas;

THENCE, S 21° 11' 16" E, with the west line of said 812.99 acre tract and the east line of said 121.21 acre tract, for a distance of 700.41 feet to a point;

THENCE, N 68° 48' 44" E, departing the west line of said 121.21 acre tract and over and across said 812.99 acre tract, for a distance of 73.69 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract, with the north, east, south and west lines of the herein described tract, the following eighty (80) courses and distances;

1. N 70° 28' 14" E for a distance of 126.14 feet to a ½ inch iron rod with cap set,
2. N 36° 31' 38" E for a distance of 60.18 feet to a ½ inch iron rod with cap set,
3. N 14° 08' 17" W for a distance of 308.48 feet to a ½ inch iron rod with cap set,
4. N 35° 20' 02" E for a distance of 198.98 feet to a ½ inch iron rod with cap set,
5. N 74° 21' 50" E for a distance of 420.70 feet to a ½ inch iron rod with cap set,
6. N 68° 29' 53" E for a distance of 552.15 feet to a ½ inch iron rod with cap set,
7. N 47° 48' 35" E for a distance of 190.99 feet to a ½ inch iron rod with cap set,
8. N 69° 56' 30" E for a distance of 38.40 feet to a ½ inch iron rod with cap set,
9. S 61° 02' 51" E for a distance of 64.84 feet to a ½ inch iron rod with cap set,
10. N 76° 52' 55" E for a distance of 1153.90 feet to a ½ inch iron rod with cap set,
11. S 67° 03' 29" E for a distance of 221.86 feet to a ½ inch iron rod with cap set,
12. S 33° 03' 36" E for a distance of 356.69 feet to a ½ inch iron rod with cap set,
13. S 07° 41' 06" E for a distance of 89.96 feet to a ½ inch iron rod with cap set,
14. S 44° 38' 38" E for a distance of 33.00 feet to a ½ inch iron rod with cap set,
15. S 00° 36' 56" W for a distance of 26.99 feet to a ½ inch iron rod with cap set,
16. S 20° 58' 39" W for a distance of 41.84 feet to a ½ inch iron rod with cap set,
17. S 57° 46' 50" W for a distance of 125.46 feet to a ½ inch iron rod with cap set,
18. S 13° 18' 57" E for a distance of 907.91 feet to a ½ inch iron rod with cap set,
19. S 67° 19' 56" E for a distance of 152.19 feet to a ½ inch iron rod with cap set,
20. N 68° 59' 48" E for a distance of 116.93 feet to a ½ inch iron rod with cap set,
21. S 58° 44' 05" E for a distance of 81.95 feet to a ½ inch iron rod with cap set,

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22. S 27° 34' 51" E for a distance of 51.21 feet to a ½ inch iron rod with cap set,
23. N 67° 46' 31" E for a distance of 163.74 feet to a ½ inch iron rod with cap set in a curve to the right,
24. along said curve to the right, an arc distance of 158.84 feet, said curve having a radius of 374.96 feet, a central angle of 24° 16' 20" and a chord bearing of S 20° 54' 08" E, for a chord distance of 157.66 feet to a ½ inch iron rod with cap set at the end of said curve,
25. S 55° 47' 00" W for a distance of 246.30 feet to a ½ inch iron rod with cap set,
26. S 01° 00' 34" W for a distance of 124.89 feet to a ½ inch iron rod with cap set,
27. S 30° 50' 58" W for a distance of 117.63 feet to a ½ inch iron rod with cap set,
28. S 59° 08' 57" E for a distance of 127.82 feet to a ½ inch iron rod with cap set,
29. S 30° 51' 03" W for a distance of 56.64 feet to a ½ inch iron rod with cap set,
30. N 59° 08' 56" W for a distance of 148.17 feet to a ½ inch iron rod with cap set,
31. S 54° 23' 37" W for a distance of 164.97 feet to a ½ inch iron rod with cap set,
32. S 72° 01' 42" W for a distance of 141.18 feet to a ½ inch iron rod with cap set,
33. N 85° 04' 04" W for a distance of 125.03 feet to a ½ inch iron rod with cap set,
34. N 77° 17' 07" W for a distance of 324.31 feet to a ½ inch iron rod with cap set,
35. N 04° 38' 34" E for a distance of 230.54 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
36. along said curve to the left, an arc distance of 114.67 feet, said curve having a radius of 625.18 feet, a central angle of 10° 30' 32" and a chord bearing of N 00° 36' 56" W, for a chord distance of 114.51 feet to a ½ inch iron rod with cap set at the end of said curve,
37. S 64° 01' 56" E for a distance of 85.80 feet to a ½ inch iron rod with cap set,
38. S 71° 25' 09" E for a distance of 141.47 feet to a ½ inch iron rod with cap set,
39. N 20° 15' 42" W for a distance of 726.12 feet to a ½ inch iron rod with cap set,
40. N 64° 26' 07" E for a distance of 160.10 feet to a ½ inch iron rod with cap set,
41. N 00° 54' 53" E for a distance of 485.45 feet to a ½ inch iron rod with cap set,
42. N 40° 40' 08" W for a distance of 351.87 feet to a ½ inch iron rod with cap set,
43. N 82° 08' 24" W for a distance of 195.97 feet to a ½ inch iron rod with cap set,
44. N 87° 09' 24" W for a distance of 386.05 feet to a ½ inch iron rod with cap set,
45. S 57° 16' 01" W for a distance of 80.21 feet to a ½ inch iron rod with cap set,
46. S 07° 51' 35" W for a distance of 153.78 feet to a ½ inch iron rod with cap set,
47. S 68° 16' 31" W for a distance of 669.30 feet to a ½ inch iron rod with cap set,
48. S 87° 38' 08" W for a distance of 578.81 feet to a ½ inch iron rod with cap set,
49. S 02° 21' 56" E for a distance of 376.26 feet to a ½ inch iron rod with cap set,
50. S 51° 37' 00" E for a distance of 144.70 feet to a ½ inch iron rod with cap set,
51. N 80° 05' 47" E for a distance of 258.71 feet to a ½ inch iron rod with cap set,

52. S 11° 45' 40" E for a distance of 294.13 feet to a ½ inch iron rod with cap set,
53. S 04° 00' 03" E for a distance of 554.39 feet to a ½ inch iron rod with cap set,
54. S 55° 22' 22" E for a distance of 68.33 feet to a ½ inch iron rod with cap set,
55. S 72° 00' 15" E for a distance of 89.53 feet to a ½ inch iron rod with cap set,
56. S 43° 31' 21" E for a distance of 429.99 feet to a ½ inch iron rod with cap set,
57. S 43° 27' 26" E for a distance of 541.53 feet to a ½ inch iron rod with cap set,
58. S 32° 59' 58" E for a distance of 732.61 feet to a ½ inch iron rod with cap set,
59. S 55° 08' 28" E for a distance of 84.58 feet to a ½ inch iron rod with cap set in a curve to the right,
60. along said curve to the right, an arc distance of 330.26 feet, said curve having a radius of 275.28 feet, a central angle of 68° 44' 15" and a chord bearing of S 73° 10' 52" W, for a chord distance of 310.80 feet to a ½ inch iron rod with cap set at the end of said curve,
61. N 15° 58' 36" E for a distance of 116.04 feet to a ½ inch iron rod with cap set for an angle point,
62. N 49° 54' 45" W for a distance of 374.39 feet to a ½ inch iron rod with cap set for an angle point,
63. S 16° 12' 49" W for a distance of 262.38 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
64. along said curve to the right, an arc distance of 132.96 feet, said curve having a radius of 375.29 feet, a central angle of 20° 17' 57" and a chord bearing of N 52° 41' 17" W, for a chord distance of 132.27 feet to a ½ inch iron rod with cap set at the end of said curve,
65. N 42° 47' 02" W for a distance of 119.53 feet to a ½ inch iron rod with cap set for an angle point,
66. N 47° 13' 04" E for a distance of 232.97 feet to a ½ inch iron rod with cap set for an angle point,
67. N 51° 53' 20" W for a distance of 306.37 feet to a ½ inch iron rod with cap set for an angle point,
68. N 61° 11' 13" W for a distance of 511.94 feet to a ½ inch iron rod with cap set for an angle point,
69. N 38° 03' 04" W for a distance of 117.77 feet to a ½ inch iron rod with cap set for an angle point,
70. N 14° 56' 14" W for a distance of 572.55 feet to a ½ inch iron rod with cap set for an angle point,
71. N 73° 45' 44" W for a distance of 305.34 feet to a ½ inch iron rod with cap set for an angle point,
72. N 21° 12' 40" W for a distance of 30.85 feet to a ½ inch iron rod with cap set in a curve to the left,
73. along said curve to the left, an arc distance of 33.16 feet, said curve having a radius of 420.22 feet, a central angle of 04° 31' 16" and a chord bearing of N 23° 27' 42" W, for a chord distance of 33.15 feet to a ½ inch iron rod with cap set at the end of said curve,
74. S 73° 45' 00" E for a distance of 189.68 feet to a ½ inch iron rod with cap set for an angle point,
75. N 17° 10' 57" E for a distance of 46.30 feet to a ½ inch iron rod with cap set for an angle point,
76. N 20° 59' 54" W for a distance of 244.07 feet to a ½ inch iron rod with cap set for an angle point,
77. N 52° 15' 24" W for a distance of 381.90 feet to a ½ inch iron rod with cap set for an angle point,
78. S 48° 23' 18" W for a distance of 149.70 feet to a ½ inch iron rod with cap set in a curve to the right,
79. along said curve to the right, an arc distance of 81.81 feet, said curve having a radius of 275.00 feet, a central angle of 17° 02' 43" and a chord bearing of N 28° 03' 09" W, for a chord distance

of 81.51 feet to a ½ inch iron rod with cap set at the end of said curve, and

80. N 19° 31' 47" W for a distance of 314.24 feet to the POINT OF BEGINNING and containing 73.91 acres of land, and

TRACT "G" (GOLF COURSE HOLES 17, 18 AND CLUB HOUSE)

COMMENCING at a ½ inch iron rod found for the southeast corner of said 812.99 acre tract, being also the southwest corner of that certain 37.995 acre tract of land as described in a deed to H. H. Rothell of record in Volume 649, Page 607 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway 29, a 100 foot wide right-of-way;

THENCE, N 82° 26' 24" W, with the south line of said 812.99 acre tract, and the north line of said State Highway 29 right-of-way, for a distance of 4103.66 feet to a point;

THENCE, N 07° 33' 36" E, departing the north line of said State Highway 29 right-of-way and over and across said 812.99 acre tract, for a distance of 415.28 feet to a ½ inch iron rod with cap set for the POINT OF BEGINNING of the herein described tract;

THENCE, continuing over and across said 812.99 acre tract the following twenty-four (24) courses:

1. N 75° 29' 18" W for a distance of 197.90 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
2. along said curve to the left, an arc distance of 64.95 feet, said curve having a radius of 630.00 feet, a central angle of 05° 54' 16" and a chord of which bears N 78° 26' 20" W for a chord distance of 64.92 feet to a ½ inch iron rod with cap set at the end of said curve,
3. N 81° 23' 29" W for a distance of 370.44 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right
4. along said curve to the right, an arc distance of 681.91 feet, said curve having a radius of 650.00 feet, a central angle of 60° 06' 27" and a chord of which bears N 51° 20' 17" W for a chord distance of 651.06 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
5. along said curve to the right, an arc distance of 17.22 feet, said curve having a radius of 15.00 feet, a central angle of 65° 46' 21" and a chord of which bears N 11° 36' 07" E for a chord distance of 16.29 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
6. along said curve to the left, an arc distance of 82.90 feet, said curve having a radius of 90.00 feet, a central angle of 52° 46' 28" and a chord of which bears N 18° 06' 04" E for a chord distance of 80.00 feet to a ½ inch iron rod with cap set at a point of reverse curve to the right,
7. along said curve to the right, an arc distance of 17.01 feet, said curve having a radius of 15.00 feet, a central angle of 64° 57' 33" and a chord of which bears N 24° 06' 43" E for a chord distance of 16.11 feet to a ½ inch iron rod with cap set at a point of compound curve to the right,
8. along said curve to the right, an arc distance of 375.65 feet, said curve having a radius of 570.00 feet, a central angle of 37° 57' 33" and a chord of which bears N 75° 28' 10" E for a chord distance of 368.89 feet to a ½ inch iron rod with cap set at the end of said curve,
9. S 85° 16' 22" E for a distance of 105.21 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
10. along said curve to the left, an arc distance of 502.22 feet, said curve having a radius of 630.00 feet, a central angle of 45° 40' 28" and a chord of which bears N 71° 35' 43" E for a chord distance of 489.02 feet to a ½ inch iron rod with cap set at the end of said curve,
11. N 48° 45' 38" E for a distance of 29.23 feet to a ½ inch iron rod with cap set for an angle point,
12. S 42° 27' 26" E for a distance of 198.27 feet to a ½ inch iron rod with cap set for an angle point,
13. N 47° 32' 18" E for a distance of 300.00 feet to a ½ inch iron rod with cap set for an angle point,
14. S 86° 51' 40" E for a distance of 923.56 feet to a ½ inch iron rod with cap set for an angle point,

**GOLF COURSE PROPERTY BOUNDARY
CIMARRON HILLS**

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15. S 31° 31' 23" E for a distance of 87.66 feet to a ½ inch iron rod with cap set for an angle point,
16. S 21° 14' 43" W for a distance of 532.09 feet to a ½ inch iron rod with cap set in a curve to the left,
18. along said curve to the left, an arc distance of 73.18 feet, said curve having a radius of 430.00 feet, a central angle of 09° 42' 05" and a chord of which bears S 85° 22' 11" W for a chord distance of 73.09 feet to a ½ inch iron rod with cap set at the end of said curve,
19. S 80° 06' 14" W for a distance of 203.48 feet to a ½ inch iron rod with cap set at the beginning of a curve to the left,
20. along said curve to the left, an arc distance of 239.86 feet, said curve having a radius of 730.00 feet, a central angle of 18° 49' 00" and a chord of which bears S 70° 41' 24" W for a chord distance of 238.78 feet to a ½ inch iron rod with cap set at the end of said curve,
21. S 61° 16' 34" W for a distance of 388.87 feet to a ½ inch iron rod with cap set at the beginning of a curve to the right,
22. along said curve to the right, an arc distance of 16.68 feet, said curve having a radius of 15.00 feet, a central angle of 63° 42' 46" and a chord of which bears N 86° 52' 03" W for a chord distance of 15.83 feet to a ½ inch iron rod with cap set at a point of reverse curve to the left,
23. along said curve to the left, an arc distance of 124.21 feet, said curve having a radius of 85.00 feet, a central angle of 83° 43' 43" and a chord of which bears S 83° 07' 28" W for a chord distance of 113.45 feet to a ½ inch iron rod with cap set at a point of reverse curve to the right, and
24. along said curve to the right, an arc distance of 16.56 feet, said curve having a radius of 15.00 feet, a central angle of 63° 18' 01" and a chord of which bears S 72° 53' 50" W for a chord distance of 15.73 feet to the POINT OF BEGINNING and containing 33.09 acres of land, and

TRACT "H" (MAINTENANCE FACILITY)

COMMENCING at a ½ inch iron rod found for the southwest corner of said 812.99 acre tract, being also the southeast corner of that certain 8.881 acre tract of land as described in a deed to GC&E Services, Inc. of record in Volume 2621, Page 136 of the Deed Records of Williamson County, Texas, and being in the northerly line of State Highway No. 29, a 100 foot wide right-of-way;

THENCE, with the west line of said 812.99 acre tract and the east line of said 8.881 acre tract, the following two (2) courses:

1. N 22° 10' 00" W, for a distance of 517.58 feet to a 60d nail found for an angle point, and
2. N 21° 14' 06" W, for a distance of 351.38 feet to a point being in the east line of said 812.99 acre tract and being in the east line of that certain 8.725 acre tract of land as described in a deed to William D. Richards, et ux, of record in Document No. 9630009 of the Deed Records of Williamson County Texas;

THENCE, N 21° 14' 06" W, with the west line of said 812.99 acre tract and the east line of said 8.725 acre tract, for a distance of 771.70 feet to a 60d nail found for an angle point in the east line of said 812.99 acre tract and being in the east line of that certain 12.564 acre tract of land as described in a deed to Jewel Moye McWhorter of record in Volume 1893, Page 192 of the Deed Records of Williamson County, Texas;

THENCE, N 20° 41' 21" W, continuing with the west line of said 812.99 acre tract and the east line of said 12.564 acre tract, for a distance of 268.08 feet to an iron rod found for the northeast corner of said 12.564 acre tract, being also an angle point in the west line of said 812.99 acre tract and being the southeast corner of that certain 20.0 acre tract of land as described in a deed to Mrs. Sam Goldenberg of record in Volume 1705, Page 793 of the Deed Records of Williamson County, Texas;

THENCE, N 21° 12' 27" W, with the east line of said 20.0 acre tract and the west line of said 812.99 acre tract, for a distance of 593.26 feet to an angle point;

**GOLF COURSE PROPERTY BOUNDARY
CIMARRON HILLS**

**F.N. 61571(WDW)
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THENCE, N 68° 47' 33" E, departing the east line of said 20.0 acre tract and over and across said 812.99 acre tract, for a distance of 60.72 feet to a ½ inch iron rod with cap set at the POINT OF BEGINNING and being the southwest corner of the herein described tract;

THENCE, N 21° 18' 57" W, continuing over and across said 812.99 acre tract, with the west line of the herein described tract, for a distance of 375.37 feet to a ½ inch iron rod with cap set for the northwest corner of the herein described tract, being also in the north line of said 812.99 acre tract and being in the south line of that certain 98.30 acre tract of land as described in a deed to Milton Lee and Judy Marie Owen, Jr. of record in Volume 2208, Page 603 of the Deed Records of Williamson County, Texas;

THENCE, N 69° 56' 01" E, with the north line of the herein described tract, the north line of said 812.99 acre tract and the south line of said 98.30 acre tract, for a distance of 350.66 feet to a ½ inch iron rod with cap found for the northeast corner of the herein described tract;

THENCE, departing the south line of said 98.30 acre tract and over and across said 812.99 acre tract, with the east and south lines of the herein described tract, the following two (2) courses and distances;

1. S 20° 32' 08" E for a distance of 372.45 feet to a ½ inch iron rod with cap set for the southeast corner of the herein described tract, and
2. S 69° 27' 48" W for a distance of 345.54 feet to the POINT OF BEGINNING and containing 2.99 acres of land.

Bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD 1983
Convergence = 01°21'27".

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William D. Warrick, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during July and August, 2000 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of August, 2000, A.D.

PBS&J
P.O. Box 162690
Austin, Texas 78716-2690



William D. Warrick
Registered Professional Land Surveyor
No. 4426 - State of Texas

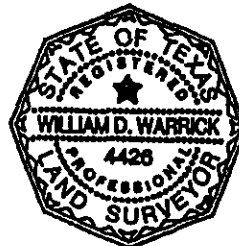


EXHIBIT "C"
COMMUNITY DESIGN BOOK

Unofficial Document



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1.0 INTRODUCTION

This publication is intended as an information resource for Owners of *Cimarron Hills* homesites and their Architects, Contractors, and Landscape Consultants. It is a critical component of the step-by-step interactive process required when planning the development of a homesite within the *Cimarron Hills* residential community. It is intended to be used with related documents referenced herein as a part of the approval process.

This book focuses on the physical and environmental elements of design that support the *Cimarron Hills* Vision. It addresses the architecture and landscape elements that will offer contributions to, and support of, the overall vision of the *Cimarron Hills* community. Furthermore, the *Community Design Book* should be viewed by individual Owners as their dedication and agreement to preserve the unique environment of *Cimarron Hills* over time.

The requirements included herein, combined with the governing structure for *Cimarron Hills*, as set forth in the CC&Rs, present a vision for the evolution and development of *Cimarron Hills*. This vision, properly applied to all residential improvements within *Cimarron Hills*, is guided by mechanisms for comprehensive architectural control and governance that extend well beyond the more typical practices of the past. Ultimate success will be a function of the creativity and cooperation of the Owners, their Architects, and consultants, along with the interactive nature of the approval process, and the guiding vision of the *Cimarron Hills* DRC.

The text and illustrations describe the visual and environmental goals as well as the procedures required when planning a home at *Cimarron Hills*. Included in these goals and procedures are the minimum acceptable levels of site planning, architecture, detailing, landscape design, and construction beneath which approvals to build may not be granted by the *Cimarron Hills* DRC.

The DRC is equally concerned with both precluding inappropriate design and development and encouraging the creative input and diversity of ideas from Owners and their consultants in the design and construction of homes within *Cimarron Hills*. Successful implementation of these objectives will create and maintain the finest overall manifestation of the *Cimarron Hills* Vision.

The *Community Design Book* is organized into 10 Chapters and 5 Appendices as noted in the Table of Contents.

1.1 GOVERNANCE

PLANNING & DESIGN

All issues relating to design will be decided and administered by the *Cimarron Hills* Design Review Committee (DRC) in accordance with the procedures set forth in this document and the Covenants, Conditions and Restrictions.

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs):

- A Legal document, referencing the Improvement Requirements that governs all residential design activity, among other things, within *Cimarron Hills*.
- Establishes the *Cimarron Hills* Design Review Committee.

COMMUNITY DESIGN BOOK IMPROVEMENT REQUIREMENTS:

- Promotes design excellence and a comprehensive and interactive design process while maintaining the discretionary authority of the *Cimarron Hills* Design Review Committee.
- Establishes design standards, and Improvement Requirements, for all homesite construction.

CIMARRON HILLS DESIGN REVIEW COMMITTEE:

- A group empowered by the CC&Rs to maintain the architectural and environmental character of *Cimarron Hills*.
- Administers and enforces the design review and construction process.
- Goal is to provide assistance to all homeowners and their design professionals and to ensure that the design process is a smooth, efficient, and satisfactory experience for all parties.

APPLICABLE TO HOMESITES ONLY

This *Community Design Book*, including its Improvement Requirements, applies only to *Cimarron Hills* homesites. These Improvement Requirements do not apply to other uses proposed at *Cimarron Hills*, including but not limited to all Golf Club amenities such as the Driving Range, Putting Green, Gate House, Golf Club structures or Swim/Racquet Club, Community Hiking/Biking Trail, Community Park, Common Area Greenbelts, Karst features, roads and utilities.

OPERATIONS & MANAGEMENT

The Board of Directors of the *Cimarron Hills* Community Association manages the relationships

Cimarron Hills

between and among the property Owners and the various entities in accordance with the *Cimarron Hills* CC&Rs. It is the responsibility of the property Owners and their consultants to read and be familiar with the entire contents of the *Community Design Book*. Furthermore, those portions of the CC&Rs pertaining to construction projects and other applicable related documents should be read prior to beginning any planning or design work and prior to scheduling a Pre-Design Conference with the *Cimarron Hills* DRC.



2.0 THE CIMARRON HILLS VISION

Situated within the pastoral ranch lands of Williamson County, interspersed with mature stands of ancient oaks, *Cimarron Hills* offers an idyllic Hill Country environment with rich contrasts in topography and an abundance of vegetation, wildlife, and distant vistas. Time has created a magnificent place.

The *Cimarron Hills* vision is grounded in the lush rolling Hill Country where the Texas ranching heritage made its home. The name honors the cowboys who pursued a dream from the heart of Texas to the far horizons of Kansas, and the Hill Country is where nature found each other.

The development of homesites at *Cimarron Hills* begins with a respect and consideration of this natural environment. Dedicated respect for these natural surroundings as well as continuity in the built environment form the basis of any planning at *Cimarron Hills*.

Architecture and landscape, in all their subtle detail, must work within the context of *Cimarron Hills*' natural palette. While the intent of the Design Guidelines is not to dictate a single architectural expression, it does encourage design styles in character with the historical "Old World/Texas" vernacular. Styles that are timeless and organic, emphasizing the use of materials and textures rooted in the surrounding natural environment.

Rather than being viewed as individual structures, the homes at *Cimarron Hills* are considered part of a cohesive fabric that weaves together the places where people live with the natural beauty that draws people to this community. Putting living spaces outdoors and incorporating elements of the outdoors in the buildings helps to establish this marriage of environment and domicile, and is considered a core element of every home at *Cimarron Hills*.

While character and variety are encouraged, strong contrasts and differences among form, size, massing, color and materials from one homesite to the next are discouraged by the *Cimarron Hills* DRC. The purpose is not to create a homogenous community where all colors and materials are identical, but to create an environment where architecture and landscape are in harmony and serve to celebrate and complement the existing natural landscape. No particular residential project should stand apart in its design or construction so as to detract from the overall appearance of *Cimarron Hills*.



3.0 SITE PLANNING

3.1 GENERAL CONSIDERATIONS

Site planning prior to specific home design is a critical component of successful homes at *Cimarron Hills*. Careful evaluation of existing site features, neighboring land uses, views, and viewshed contribute to architecture that is subservient to the natural beauty of *Cimarron Hills*. Other considerations including automobile access to the home, landscape desires, grading, and drainage significantly shape the design and placement of the home. Advanced consideration of these items is the foundation for a successful marriage between the Owner's programmatic needs and the production of an integral piece of the *Cimarron Hills* Vision.

3.2 SITE ANALYSIS

Site planning for individual homesite improvement projects at *Cimarron Hills* relies heavily on site analysis efforts. The location and design of proposed structures must relate to existing terrain and preserve the natural features of the site. The design process must take into account grade changes, locations of trees, boulders, and orientation of the proposed improvements to sun, wind and views. Privacy to and from and the impact on adjacent neighbors, nearby rights-of-way and common areas should be considered both in site planning and in designing the architectural elements of the structure.

A design that grows from the findings of a thorough Site Analysis helps to shape a building that is sensitive to its natural surroundings and contributes positively to the built community. The analysis is a method to evaluate the existing conditions on or near the homesite through the use of a topographic survey prepared by a registered Civil Engineer or a license Land Surveyor.

Every project shall begin with a Site Analysis. The analysis is used at the Pre-Design Conference to aid in the establishment of the home location on the site. At a minimum, the location and type of the following items must be identified and sketched onto a copy of the survey.

- Topography and landform
- Aspect and orientation (sun and shadow patterns)
- Property boundaries
- Best access
- Required setbacks from all boundaries
- Adjacent land uses with activity zones
- Slope and drainage of the land
- Wind patterns
- Places attractive to people (unique places) and natural features
- Approximate locations of major existing rock outcroppings, trees, and other vegetation (Consulting a Landscape Professional is suggested).
- Graphic and quantitative drip lines of all trees near anticipated improvements (distance from trunk edge to outermost canopy)

- Contextual setting (neighboring land uses, building footprint locations, style, height, mass and form)

The analysis of each of these elements should be further evaluated in terms of design opportunities and design constraints. The opportunities and constraints identified in the Site Analysis should be used as design determinants in the design and development stages of the homesite.

3.3 OFF-SITE VIEW CONSIDERATIONS

All site plan patterns should gently enhance, not detract from, the views from nearby rights-of-way and common areas. In planning homesite improvements, it is important to consider not only the views from the adjacent street, neighbor's homes and the Golf Course, but also to be considerate of the distant vistas.

Due to topography, landform and the outstanding natural landscape features in the region, views and viewsheds take on added importance as design features. The importance of views and viewsheds is an essential part of the home and homesite's value. Viewshed analysis is an important tool in the site design process.

When analyzing views and viewsheds, the goal should be to identify the location and extent of views from a homesite as well as views to a homesite. A good rule-of-thumb is as follows: If a person can see a particular place, such as a road or a recreation area or even a neighbor's home from a site, then a person in any of those locations will most likely have a view of the site in question.

There is a great diversity of views within *Cimarron Hills*. It is important to identify and map all the views as part of the Site Analysis. It is at least as important to consider views to a homesite from community places such as roads, hiking trails and the Golf Course as it is to consider views away from a homesite. The visual impact of a residence when viewed from other areas will, in the long run, be critically important to maintaining the scenic quality of and visual access to those resources which contribute to the unique quality of this community.

These Community Design Guidelines set-up a process so viewsheds can be reviewed, but the definitive responsibility falls on the each Homeowner to consider and make themselves aware of all factors that may impact their individual homesites. Ultimately, the *Cimarron Hills* Community Association nor the *Cimarron Hills* Design Review Committee can be held responsible for eventual homesite views.

3.4 LANDSCAPE PLANNING

The existing landscape at *Cimarron Hills* is one of the community's most compelling and apparent features. As homes are added, care must be taken to preserve the natural beauty intrinsic to this site. The native vegetation and unique site features are the fabric that weaves together a cohesive and distinct character for the community.

Home placement on the site as well as any outdoor programmatic needs must be sensitive to the preservation and continuation of the existing natural fabric. Mature native trees and all other irreplaceable site features should be incorporated and utilized to enhance the overall appearance of the home. Landscaping desires should be taken into account at the Programming and Site Planning phases. Failure to consider these elements during the planning phase and a subsequent proposal of tree/feature replacement after the design has been established will not likely result in a solution that meets both the *Cimarron Hills* DRC's and the Owner's requirements.

It is strongly suggested that a Landscape Professional be retained at the Site Planning stage to aid in a range of areas including programming, delineating and designing Landscape Zones, as discussed in Chapter 4, *LANDSCAPE*, and placement of garden amenities, i.e.: swimming pools, and gardens structures.

3.5 MINIMUM SETBACKS AND BUILDING ENVELOPES

The Building Envelope and Setbacks are the portion of each lot within which all improvements must be built and any alterations to the existing landscape may occur. A Building Envelope may have been identified on a given homesite based on the natural features, views, relationship to other lots or the golf course and drainage and topography. The Building Envelope acts as a limit beyond which no construction activities may occur including grading, access, parking, storage of materials, and removal of landscape. Minor modifications to the Building Envelope may be approved when justified in the DRC's opinion, giving consideration to relevant issues such as privacy, views and the overall character of the development. Increases in the size of Building Envelopes are strongly discouraged and will only be allowed upon exceptional circumstances, if approved in the sole discretion of the *Cimarron Hills* DRC. The typical Building Envelope based on required minimum setback distances from homesite property lines are as follows (unless shown otherwise in the *Development Notebook*).

Front (applicable to all homesite boundaries that abut rights-of-way)	25'
Side (applicable to all homesite boundaries that abut rights-of-way)	25'
Side	7.5'
Rear	35'
Golf Course Frontage (includes rear and sides adjacent to Golf Course)	35'

The setbacks indicated above are applicable to the majority of the homesites. When the side setbacks intersect with the front or rear setbacks, the restrictions associated with both types of setbacks apply. Some properties may contain setbacks that are more or less restrictive than the distances shown above.

If a 100-year flood plain encroaches on the property, the limits of the flood plain shall be considered as building setback lines unless a greater setback is required by other conditions.

Residences proposed for corner parcels must address both frontages with the overall architectural composition. These houses will be viewed as if there are two front elevations. Where homesites

have three or more sides, refer to the *Development Notebook* for the exact setbacks.

In all cases, it is the responsibility of the applicant to refer to the *Development Notebook* and to comply with City of Georgetown in regards to the specific setbacks for each homesite.

3.6 EASEMENTS

Homesites at *Cimarron Hills* may contain easements. Homesite owners may not place, erect, or construct any structure or pavement in these easements, except for a driveway. Owners should refer to the parcel recorded plat and maps in the *Development Notebook* for the location and extent of these easements as they affect the Owner's homesite.

3.7 RECONFIGURATION OF HOMESITES

No homesites at *Cimarron Hills* may be further subdivided.

Two or more homesites may be combined into one by applying for a Lot Line Adjustment according to City of Georgetown requirements. When two or more homesites are combined, Association assessments will be charged based on the number of homesites existing before the adjustment.

3.8 DRIVEWAYS

Each homesite may be accessed by a single driveway only. Driveways with two access points to the street are only allowed where two or more homesites have been combined. All homesites located at intersections must have access only from the minor street frontage. Access drives must be located to preserve and protect important natural features, such as large or significant plant materials, trees, drainage ways, and rock outcroppings. The driveway must be designed to allow for two uncovered parking spaces, these spaces may be achieved by parking cars in tandem.

For safety considerations, most driveway slopes should be less than 8 percent overall and may not exceed a 12 percent gradient at their steepest part. Additionally, there must be provided a near-level transition area of at least 16 feet between slopes and garage doors and a near-level transition area of at least 8 feet between slopes and the edge of the pavement at the roadway.

The paved surface of a driveway must be at least 10 feet wide and must not exceed 12 feet in width where it crosses the street right-of-way. The Driveway shall intersect the street at a right angle. Driveway paving should have flared aprons where it intersects the roadway pavement. Flared sections at the road may not exceed a 6-foot wide radius. Driveways and parking surfaces may not encroach into any side or rear setback without specific approval of the *Cimarron Hills* DRC. Some limited encroachment may be considered where unique terrain, vegetation constraints, a limited building envelope or the homesite width may warrant.

All driveways must comply with the City of Georgetown Subdivision Regulations. Proposed

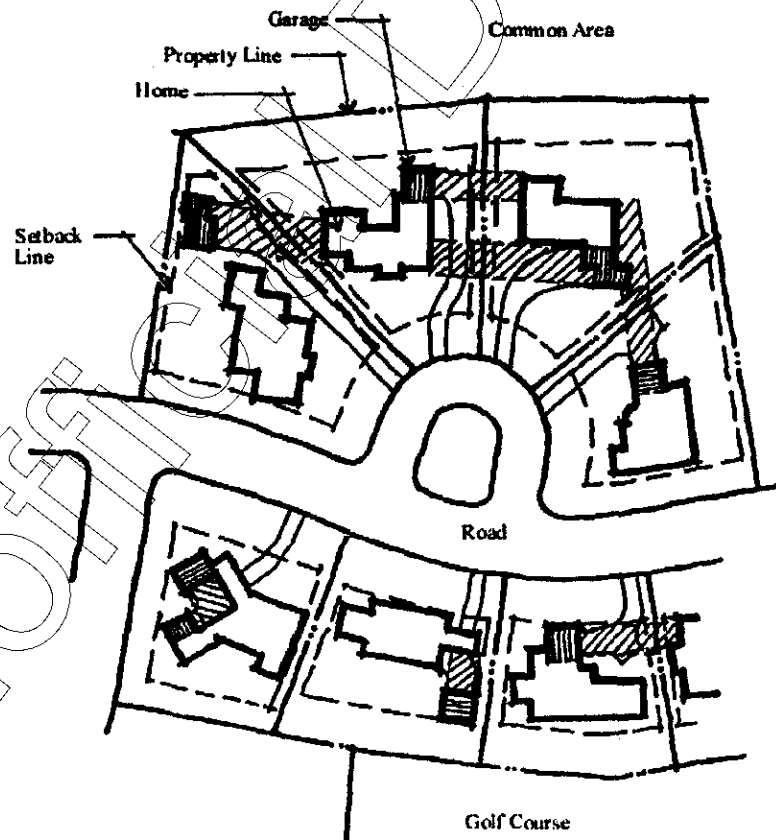
driveway surfaces are subject to approval by the *Cimarron Hills* DRC

Also, refer to Chapter 5.15 *ARCHITECTURE, Garages and Driveways*, for more information.

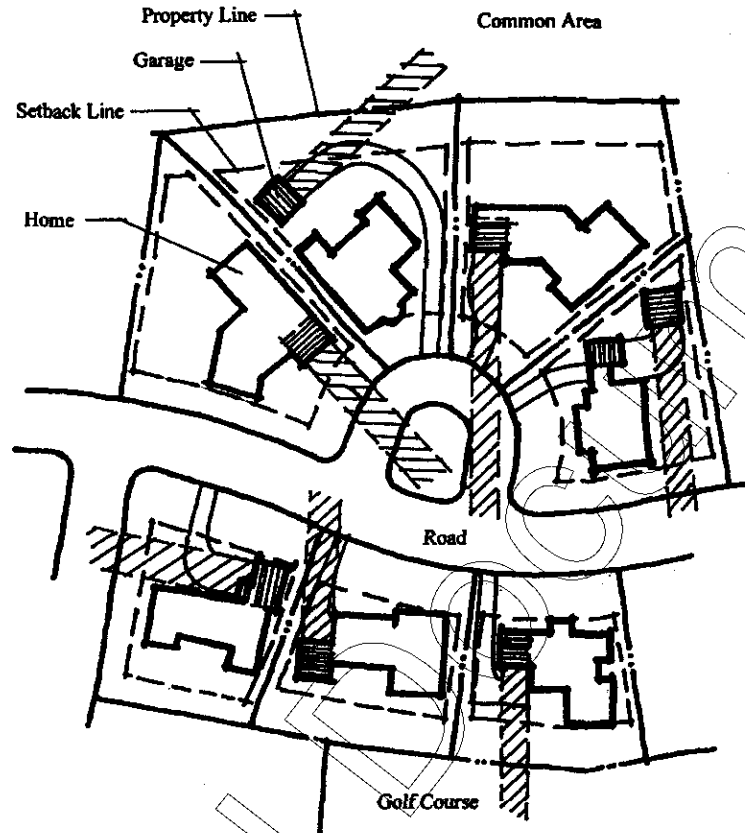
3.9 GARAGE LOCATION

Driveway access and garage location lend significant shape to the design and placement of the home. One of the greatest contributors to negative feelings about residential subdivisions is the often-present row of garages oriented to the street with oversized driveways leading to them. Every effort must be made to keep this view from being prevalent at *Cimarron Hills*. In order to achieve this objective, garage doors should not face the street, Golf Course, or any other common area. Because of the geological compositions that exist within much of *Cimarron Hills*, driveways should be located where the least amount of cut or fill is required.

To determine whether a garage entrance faces a potentially unacceptable direction, project lines perpendicular to each side of the garage door openings until they cross a built structure, an undeveloped neighboring buildable area, or an area not on *Cimarron Hills* property. If one of these lines crosses into a street, Golf Course, or common area, the garage doors are not meeting the proposed *Cimarron Hills* objective.



Potential Directions Garage Door May Face



Potential Directions Garage Door May Not Face

An exception to this rule may be made on homesites with insurmountable obstacles and for homesites which can accommodate a garage in the rear portion of the property. In these cases, the intent is to recall a carriage house behind the main house. Only those designs that clearly place the mass of the home significantly closer to the street than the garage will be considered. The front entry or entry for people should appear dominant over the entry for vehicles. Overhangs above the doors and significant Architectural detailing also must mitigate the visual impact of the garage doors.

3.10 UTILITIES

Utility services are stubbed to the property lines of each homesite. Power, telephone, and cable television service locations are generally clustered in the utility easement located on one of the front corners of each homesite. The location of the water and sanitary sewer point-of-connections vary from homesite to homesite.

The extension of services from these stub locations to the residence is the responsibility of each Owner, and must be routed to minimize disruption to any existing natural landscape. These routes must be considered in the site planning phase, and where possible, combined with other disturbance through the front setback, such as alongside the driveway

All utilities extending from the point of connection to a home must be placed underground. All areas of the site disturbed from utility trenching operations must be restored to their natural condition as nearly as possible immediately following backfilling activity.

Information regarding current tap and service fees, as well as connection procedures, may be obtained by contacting the serving utility companies. Liquefied petroleum gas (propane) is allowed on all homesites. Installation of propane tanks must be underground and installation procedures must be in compliance all local and county applicable codes.

Utility connections, meter boxes, etc. must be screened from view or located on a side of the building that cannot be viewed from offsite of the homesite. Meters and connections must be integrated into the architectural design of the dwelling by using similar materials and colors. Careless placement and design of utility connection details can significantly detract from an otherwise satisfactory design by creating unnecessary soil disturbance and needlessly exposing equipment. Connections and boxes must be indicated on the plans.

In addition to the traditional utilities, all homes at *Cimarron Hills* will have low voltage cable wiring pulled from the street to a service junction located at the front of the house. Refer to local provider for in-house wiring specifications.

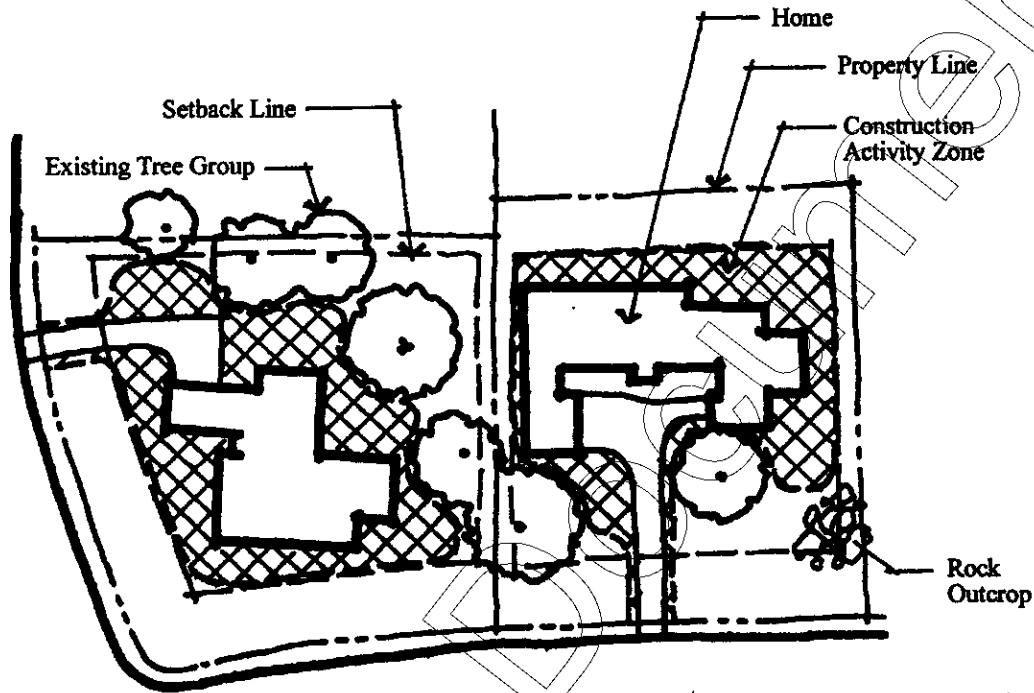
3.11 CONSTRUCTION ACTIVITY ZONE

When planning and designing for a homesite at *Cimarron Hills*, it is important to keep the building process in mind. Construction activity will be tightly monitored so that the intrinsic beauty of *Cimarron Hills'* natural landscape is preserved. Generally, the construction activity zone is held within the building setbacks, but may be more restrictive in certain areas. Restrictiveness of the Activity Zone will be relative to the number of unique natural features occurring on the homesite. Also, construction techniques may be limited in certain areas. For example, trenching may have to be performed manually in areas where existing plant species are too sensitive to accommodate heavy machinery. In situations like this bridging areas of a foundation can also help preserve root systems of existing trees. Instructions for these techniques must be noted in the plans.

The objective of these restrictions and requirements are to preserve the maximum amount of surrounding natural landscape, while, still allowing for the appropriate area necessary for construction. The existing native landscape at *Cimarron Hills* is irreplaceable and essential to the *Cimarron Hills* Vision. Many of the species found at *Cimarron Hills* cannot be transplanted and are unable to absorb the impact caused by construction activity. Refer to Chapter 3.12, *SITE PLANNING, Preservation of Trees and Other Site Features*.

The storage of construction equipment and materials, and vehicle access during construction may only occur within this zone. The area must be demarcated by 4-foot high orange vegetation protection fencing throughout the life of the construction project. The *Cimarron Hills* DRC and the Owner or his representative will mutually determine the specific Construction Activity Zone (total area of disturbance) for each homesite during the Pre-Design Meeting. The Restrictiveness of the Activity Zone will be relative to the number of unique natural features occurring on the homesite.

The common objective is to protect and preserve the natural landscape features of the homesite. The Construction Activity Zone must be noted on the plans and not deviated from.



Construction Activity Zone

Temporary construction activity may occur outside the Construction Activity Zone to accommodate bringing underground utility lines to the home. The boundaries of such disturbance must be minimized so as not to impact important vegetation or site features and must be clearly marked on the plans.

Planning for construction activities, including pools and spas, garden and cabana structures, during the site planning and design phases is critical to the successful implementation of a project. Areas within the Construction Activity Zone must be allocated for staging, refuse disposal and collection, a sanitary closet, material deliveries and storage and circulation between these areas. All deliveries and access must occur via the future driveway. If a home is to be built near the edge of the Construction Activity Zone or in an area that requires extensive protection of existing landscape, access to that area may be restricted. In order to work within the restricted area, the order of tasks and techniques used to build the home must be carefully considered as part of the project design. For example, stone may need to be delivered by heavy machinery to the rear of the site prior to foundation excavation activities. For additional information on construction requirements and restrictions, please refer to Chapter 9, *CONSTRUCTION REGULATIONS* or contact the *Cimarron Hills* DRC for clarification regarding specific homesites.

3.12 PRESERVATION OF TREES AND OTHER SITE FEATURES

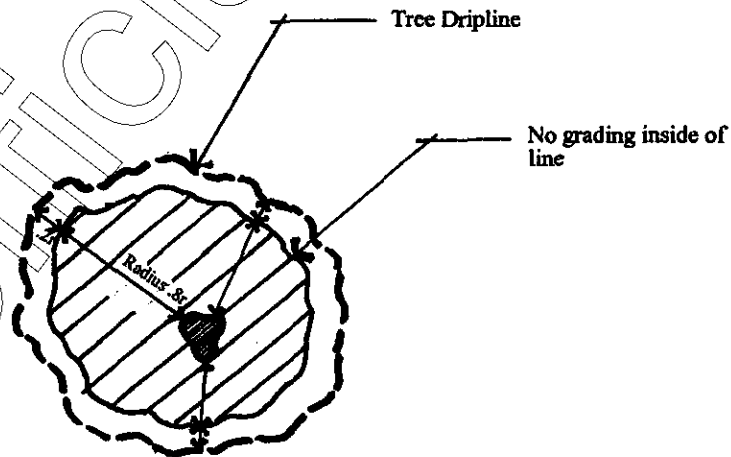
If the Construction Activity Zone infringes upon site features that are to be preserved, they must be appropriately protected.

During construction, soil around tree root systems must be protected from compaction and erosion at the dripline of each tree. The protection must keep construction traffic off the soil while still allowing for water and air to reach the roots. Where tree trunks are exposed to construction activity lumber must be strapped to the trunks to protect them from damage. Excavation may occur within the outermost 20 percent of the radius distance from the dripline to the tree trunk. Impervious surfaces may be approved to encroach further into the dripline if no grading occurs. The DRC may require that additional site features be protected by other specific means. All protection and mitigation must be graphically indicated on submitted plans.

It is very important to know which tree species occur on each homesite for some species have more restrictive encroachment requirements. Homeowner or Builder will be required to enlist an arborist or other qualified landscape consultant to aid in identification of specific plant species.

An example of more restrictive encroachment requirements:

- *Quercus stellata*, Post Oak. Their roots are extremely sensitive to disturbance. Compacting the soil, raising the soil level, or overwatering will all remove oxygen from the soil and seriously effective the health of the tree. To insure preservation of this species a strict dripline enforcement will occur. No watering, fertilizing, thinning out, grade change, or removal of native undergrowth will be allowed without prior written approval from Cimarron Hills DRC.



Tree Dripline Encroachment

3.13 BEST MANAGEMENT PRACTICES

To insure the protection and preservation of the natural resources that exist within *Cimarron Hills* the DRC requires the implementation of Best Management Practices (BMPs). The term comes from the Federal Clean Water Act of 1972. The Act defines BMPs as methods to control non-point source pollution (pollution which has no single identifiable source). BMP is now a universal term used to describe a variety of non-point source pollution control methods.

BMPs are defined as structural and non-structural practices proven effective in the control of soil erosion and surface water runoff, management of lawn and plant fertilizers, and the reduction of oil and grease pollutants caused by motor vehicles. The only way we can control this source of pollution at *Cimarron Hills* is to implement BMPs at all homesites. BMPs do not have to be complicated to be effective.

The following are ways to achieve the goals of soil stabilization, erosion prevention and diverting runoff from impervious surfaces into infiltration system within each homesite:

Soil Stabilization and Erosion Control

The first two items can usually be satisfied through new plantings or revegetation of disturbed and barren areas. Natural and Transitional Landscape Zones, where sparser vegetation will occur, can be supplemented by bark mulches, wattling, or brush matting. Steeper areas can be addressed, by the use of retaining walls. Refer to Chapter 3.16, *Grading, Foundations, & Retaining Walls at Sloping Sites*.

Runoff from Impervious Surfaces

Rainfall on roofs and other impervious surfaces must be collected and transported into rock-lined infiltration trenches, or diverted by swales, sub-surface drains or french drains into dry wells. Dry wells must be installed with filter fabric within the top 6 inches for maintenance purposes. These measures must be installed concurrent with the installation of the impervious surface i.e.: Driveways, walkways, patios, etc., that they support.

At *Cimarron Hills* temporary BMPs are required while construction is underway and permanent BMPs must be graphically located on the plans. The Owner is responsible for implementing and maintaining the Best Management practices at all times. If the Owner is unsure whether the homesite is in compliance, it is suggested that the Owner contact the *Cimarron Hills* DRC.

It is critical that erosion and surface water runoff be controlled at all times, before, during and after the development of a homesite. For temporary Best Management practices during construction, please refer to Chapter 9.6, *CONSTRUCTION REGULATIONS, Temporary Best Management Practices*.

The *Cimarron Hills* DRC reserves the right of entry onto a property for the purpose of inspecting Best Management Practices. In the event of non-compliance, the Commission may, upon 24 hours notice, enter the site to perform corrective work, the cost of which may be charged to the Owner of the property.

3.14 SITEWORK

In order to protect the natural landscape the location and design of proposed structures and landscape must relate to existing terrain. Where established native plant material exists the disturbance of soil and vegetation on each homesite must be limited to that required for necessary access construction and landscaping purposes.

Any tree removal is highly discouraged except when removal is deemed reasonably necessary for the construction of a home. Consultation with the *Cimarron Hills* DRC is required when removal is proposed for any tree with a 6" caliper or larger to insure the removal does not compromise the *Cimarron Hills* Vision set forth in the Community Design Book. No clear cutting of trees within any building envelope will be permitted; however, it is understood that some selective pruning or removal of trees and shrubs will be necessary for the development of any homesite.

Any cutting of trees must first be reviewed and approved by the *Cimarron Hills* DRC. A few exceptions exist that do not require pre-approval of the *Cimarron Hills* DRC. These are the pruning of dead limbs, removal of dead trees, and the cutting and removal of trees with a trunk diameter of 5 inches or less (measured at 2 feet above ground level) that are bowed, leaning, severely misshapen, or diseased.

Any excavation adjacent to a trees root zone will be limited to manual methods and moisture blanketing will generally be required to preserve and protect exposed root systems. Backfill material must include loose soil of proper characteristics to promote healthy regrowth in all disturbed areas.

3.15 GRADING AND DRAINAGE

Site drainage and spring runoff should be carefully considered. Plans for site grading and drainage must be consistent with minimum disruption to the homesite, without altering natural drainage patterns as runoff leaves the homesite, and without causing conditions that could lead to soil erosion.

In order to protect water quality, all runoff from impervious surfaces, such as paving and roofs, must be absorbed on each homesite. Refer to Section 3.13, *Best Management Practices*, for ways to mitigate additional surface runoff caused by the addition of impervious surfaces. Mitigation must occur clear of setbacks except for that related to the driveway or if prior approval has been granted by *Cimarron Hills* DRC.

The *Cimarron Hills* DRC will work closely with Owners of homesites that contain designated drainage easements to ensure that a reasonable building envelope is achievable.

3.16 GRADING, FOUNDATIONS, & RETAINING WALLS AT SLOPING SITES

Beyond the purely functional and environmental aspects of grading and drainage, the aesthetic goal is to preserve the existing natural landforms. Where these existing landforms must be altered as a part of the construction process, the altered areas should be re-created in a manner that replicates the existing natural conditions found before the construction disturbance.

Where necessary to produce the desired results the *Cimarron Hills* DRC may approve grading as well as the use of multiple small retaining walls. However, awkward or steep slopes that are neither architectural nor natural in their final appearance will not be approved. Cut and fill slopes may have a maximum ratio of 2:1 horizontal to vertical unless supported by an approved retaining wall.

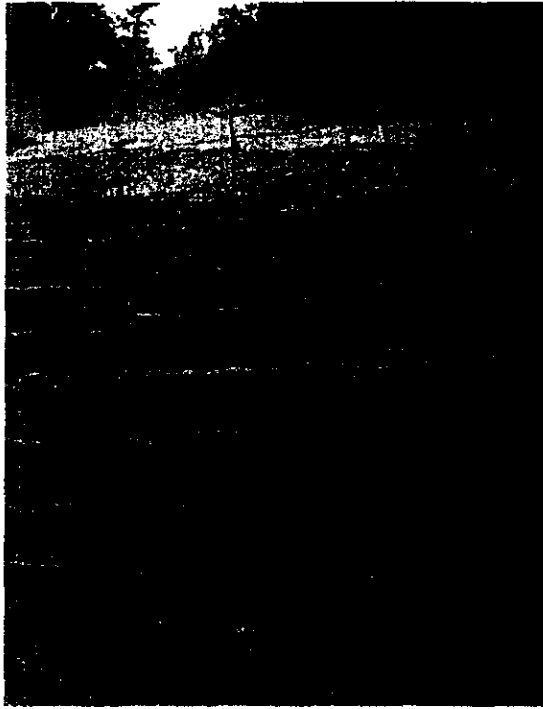
In addition to basic grading, sloping sites should employ designs that take up the grade changes within the dwelling's footprint; the location and design of the proposed structures must relate to the existing terrain. Topographic transition from building locations to setbacks must appear natural. All homesite grading must be limited to construction of driveways and that reasonable necessary for authorized construction. Except for driveway access, pedestrian circulation, erosion control, or utilities, no significant grading is allowed within the setback areas of any homesite.

No excessive excavation or fill will be permitted on any homesite. On some sensitive sites, grading may not be allowed at all. Every attempt must be made to minimize cut and fill necessary for the construction of a home. Excess fill may not be placed on a homesite; it must be legally disposed of outside of *Cimarron Hills*. Retaining walls and level building pads may be utilized only where necessary. Any grading on homesites must comply with the requirements in the Community Design Book. For homesites located adjacent to the 100 year floodplain or any permanent or intermittent stream within *Cimarron Hills*, the finished house pad elevation must be a minimum of two feet above (or finished floor three feet above) the 100 year flood plain elevation.

Excavation for foundations may not exceed 5 feet in vertical depth. Grading must be limited to that reasonably necessary for the construction of a home. Pad grading for the intention of providing concrete slab foundation is prohibited except for garages, terraces, outbuildings and basements.

Excavation or fill must be limited to 4 feet vertically outside of structure where exposed to view. However, the *Cimarron Hills* DRC reserves the authority to disapprove of any exposed excavation or fill transition that is abrupt, awkward or unnatural in appearance.

All cut and filled areas must be revegetated with approved plant material. Retaining systems are required at vertical cuts. No excavation, fill, or removal of trees and other vegetation will be permitted until the applicant's final Construction Documents have been approved in writing by the *Cimarron Hills* DRC and the Pre-Construction requirements have been fulfilled. Actual wall heights and ground slopes will vary by location. Retaining surfaces greater than 4 feet high, where allowed, must occur by way of multiple retaining walls, separated by a minimum planting width of 2 feet. When constructing vertical retaining walls, consider sloping the base about 15 degrees from



Grading Transition with Retaining Walls

vertical to soften the impact of an otherwise vertical wall.

Grading near the setbacks may not result in abrupt transitions to adjacent homesites or streets. No structures may be constructed on portions of a homesite where the slope exceeds 30 percent.

The intent of these Community Design Guidelines is to promote and protect the aesthetic and natural quality of this community. Ultimately, the individual Homeowner and their consultants must be aware of and responsible for the impact their building and grading improvements have on their homesite and the adjacent land around it. Neither the *Cimarron Hills* Community Association nor the *Cimarron Hills* Design Review Committee can be held responsible for the impact individual homesite improvements have on adjacent properties.



4.0 LANDSCAPE DESIGN

4.1 GENERAL OVERVIEW

The rolling meadow pastures and oak glen environments compose the setting that makes *Cimarron Hills* one of the most magnificent and desirable communities in this region. Every effort must be made to protect the unparalleled beauty found in this unique setting. Great care must be taken in the planning and construction of each home. The goal of each project shall be to create the image of complete integration of the natural and manmade environment.

It is the intent of the *Cimarron Hills* DRC through the Community Design Book to ensure the highest standard of preservation and landscape design excellence for *Cimarron Hills*. All homesite development must respect, rather than dominate, the natural environment. The transition between individual homesites, open space areas, and the golf course buffer must be treated with the utmost care. All homesites, improved open space, and natural open space should be woven into a unified landscape based upon a palette of limited introduced plant material, selected native plantings and existing vegetation.

Success will be measured by our ability to maintain, over time, as much of the existing landscape as possible. To accomplish this, preservation techniques must be combined with a thoughtful approach to homesite landscape enhancement and transition into the natural environment. Leakage of non-native species into the natural landscape, which forms the fabric and continuity of the community, must be avoided.

Every effort must be made to minimize the negative effects of construction on the environment. Disturbed areas are not only unsightly but also susceptible to erosion. To needlessly destroy and damage the very elements that attract us to *Cimarron Hills* violates the interests of all property owners. Everyone involved in *Cimarron Hills* – homeowner, architect, contractor, or subcontractor – is charged with the responsibility to care for and keep the inherent beauty of this environment in its natural state.

Landscape construction plans should show how the design has considered existing vegetation and site features, and what steps will be taken during construction to protect them. Preserving and incorporating prominent natural features of a site into a design helps reduce the impact of new construction and increases the compatibility and harmony of the new landscape with the existing. The following are examples of incorporating natural features into the site design:

- Step a building around mature trees and large boulders rather than remove them.
- Build a terrace around rock outcroppings and incorporate them into the space.
- Bend a driveway around trees and large boulders rather than removing them or other features in order to create a straight driveway.

The Preliminary Design Submittal must include a Schematic Landscape Plan that identifies the

larger existing tree specimens and other prominent elements that are to be preserved. The Final Design Submittal must include a detailed, executable Landscape Plan.

4.2 PRINCIPALS OF DESIGN

- **Reinforce the Community's Natural Character:** In addition to adding aesthetic charm and interest to *Cimarron Hills*, the primary goal for landscape improvements should be to preserve and enhance the landscape character of the homesite and vicinity. The designs should be sensitive to the natural environment as evidenced in the open space, common areas, and golf course. Remember the existing landscape found at *Cimarron Hills* is not overly complex; landscape designs should be simple and avoid looking overworked.
- **Establish a Design Concept:** A strong Landscape Design provides the unifying framework that pulls together architecture, garden, and existing site features into a cohesive, aesthetically pleasing outdoor environment. The Landscape Plan must consider sun exposure, wind direction, privacy, existing site elements, view corridors, circulation patterns and family needs in order to establish a comprehensive and successful design. Hardscape is a major design element, as such, its use must be sympathetic to grass and vegetation upon whose domain it encroaches. Plant materials should be utilized in a sensitive organic ordering which defines the site's spatial organization and function, relates to the buildings and structures, and incorporates the various site elements. Designs should be especially sensitive to the existing natural vegetation, approved landscaping on adjacent properties, and to the landscape character of the immediate area. Plant species should always be selected to match conditions specific to a particular site. Typical considerations should be soil types, shade vs. sun, and wet vs. dry locations. The use of natives should be considered wherever possible; they have the best chance of long-term survival, are most adaptable to the specific climate and soil conditions, and are least disruptive to the local ecology.

4.3 CHARACTER

Within the boundaries of *Cimarron Hills* is a rich diversity of environmental and topographical experiences. Homesites are nestled within the stately shadow of Oak woodlands or stretched out upon meadow pastures. Each homesite provides unique visual images and site features that require identification and proper consideration. In order to reinforce the richness of character the existing natural landscape provides and to insure compatibility and continuity throughout *Cimarron Hills* the landscape guidelines have designated three landscape zones: Natural, Transitional, or Enhanced. The desired image or character of each planned landscape design must fit into one or more of these classifications. The appropriateness of each classification will be determined by the existing environmental conditions on the homesite, i.e.: natural vegetation and proximity to open space, common areas, and golf course.

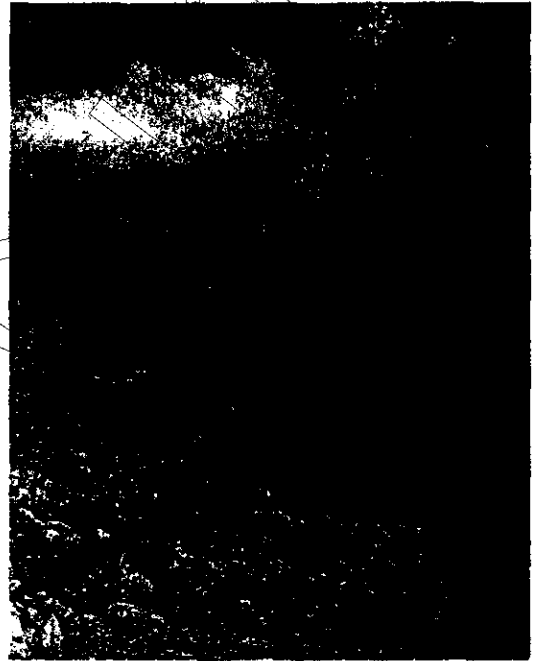
4.4 LANDSCAPE ZONES

A homesite may consist of one or more Landscape Zones and each zone must be identified on the Landscape Plan. Each zone is intended to fulfill a particular function. Therefore, certain plant species are only acceptable for use in specific zones. The Plant List in Section 4.19 *Plant List*, is keyed to indicate the zone(s) where each plant may be utilized. The three landscape zones are Enhanced Landscape, Transitional Landscape, and Natural Landscape.

Natural Landscape

Natural Landscapes are suitable for use within all residential areas. The Natural Zones are part of the fabric that provides continuity within *Cimarron Hills*. These areas increase the feasibility of preserving significant tracts of pristine vegetation throughout the community.

The Natural Landscape designs will generally simulate landscape conditions that occur in adjacent undisturbed landscape areas. Planting arrangements must be random to replicate the natural patterns of this region's grassy meadows and oak glens. Plant densities should be similar to the adjacent natural area. Plant species indigenous to the immediate area are appropriate for these landscapes. Use of these natural-appearing landscapes will minimize water demand and long-term maintenance.



A temporary drip irrigation system will be required to aid establishment of potted nursery stock and transplanted specimens. In order to avoid conspicuously verdant and lush growth in the Natural Landscape Zone, permanent and spray irrigation is not permitted.

The Natural Landscape zone includes a limited palette of plant types, restricted to the list in Section 4.19 *Plant List*. With proper attention to environmental needs these species are also suitable to use within the Transitional and Enhanced Landscape zones.

Transitional Landscape

Transitional Landscape areas will generally occur where a buffer zone is necessary to protect native vegetation from the additional irrigation and increased maintenance needs that normally occur in the Enhanced Landscape Zone.

This landscaping zone includes plant species, which while still indigenous, provide an obvious bridge between the Natural Landscape Zone and the Enhanced Landscape Zone. Plantings in this zone provide the opportunity, while simulating the character of the natural

landscape, to add human enhancement to the existing vegetation. This zone will more likely require more maintenance and limited permanent irrigation. Refer to Section 4.19 *Plant List*, for available species.

Enhanced Landscape

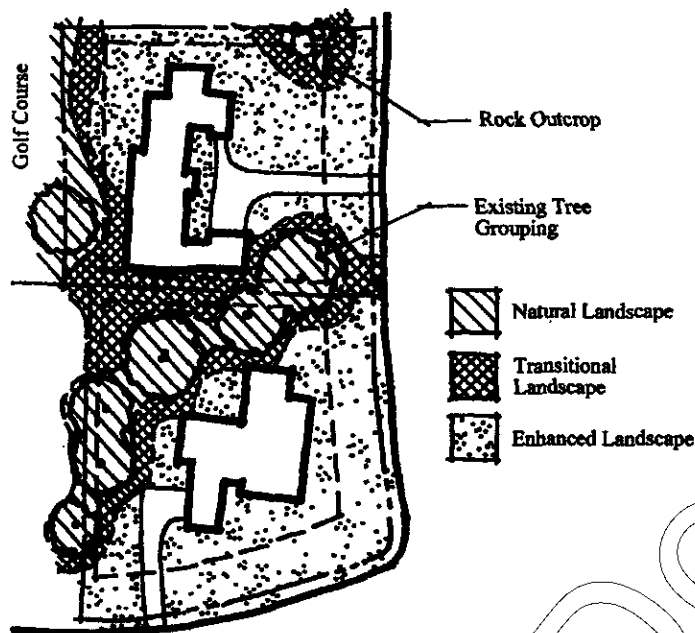
Enhanced Landscapes are those areas adjacent to the structure(s) and are more intended for use in the high intensity use areas near streets, entries, porches, terraces, swimming pools and decks. Landscaping in the Enhanced zone must have a direct relationship with the built environment and should never appear isolated from the home. Enhanced Landscapes are not intended to replace the natural landscape and the Natural Landscape Zone must be respected in relationship to the preservation of established native vegetation on the homesite.

Enhanced Landscape designs require the facilitation of a Landscape Architect or other licensed landscape professional. This professional must attend the Pre-Design Meeting. The intent behind this requirement is that Enhanced Landscape design be considered in the early stages of design and with as much importance as the design of the home.

This landscaping zone, which offers the broadest use of plant species, provides a more finished appearance and usually require regular maintenance and irrigation. Although an expanded choice of species are allowed in the Enhanced Landscape, designs should remain simple and conservative. Plants that stand out from the native landscape must be used purposefully and be thoughtfully placed as accents. Moreover, the Enhanced Landscape must, like the architecture of the home, remain subservient to the natural character of the Hill Country landscape. It may be useful to reference Chapter 5, *ARCHITECTURE*, since landscape designs will also be evaluated as part of the building design. Height, massing, asymmetry, seasonal color, subtlety, and topography are some of the issues that will be considered.

The purpose of the Enhanced zone is to allow for the Owners who wish to provide personalized landscaping to do so as long as it relates to the structures, and not isolated from them. The Enhanced plantings should not be separated from the home by use of large horizontal planes such as a patio or turf. Vegetation height should be considered. The intent is that this landscaping be clearly linked to the house and that it be used as an extension of the living area. It can also be used as an opportunity to bring some of the outdoors into the home.

See the illustration below for example of appropriately placed Enhanced Landscape zones.



The Enhanced Landscape zone is by no means a requirement for all homesites. Homes located in the meadow pastures of *Cimarron Hills* may rely more heavily on Enhanced Landscape than homes within the Oak Woodlands, who have a lush foundation of natural vegetation to utilize. Owners who wish to omit this zone are encouraged to do so.

Landscape Zones

4.5 LANDSCAPE PALETTE

The Landscape Palette plays a significant role in the establishing and maintaining the character that binds a community. For this reason the Landscape Palette leans heavily towards plants that are native to Texas and the Hill Country region. Other plants may be included that have proven, over the test of time, to be compatible and adaptable to the conditions typical of this region.

The introduction of species not normally occurring in an area alters the aesthetic and historic quality of that area, and may prove unsuited and ill-adapted limiting its survival. For those reasons, and for the long-term ability to maintain landscape standards, plants other than those listed in Section 4.19 *Plant List*, will not be allowed without the specific approval of the *Cimarron Hills* DRC.

It is always important to remember that the use of native plants are appropriate because of their ability to withstand heat, their tolerance to drought, their adaptability to the soil conditions and the continuity they provide between the planned areas and the natural background of the Hill Country. Although, one must remain aware native plants, flowers and grasses go through seasonal cycles and are affected by climatic conditions. Periods of renewal and bloom are followed by periods of decline, falling off and seed dispersal; this is the natural process and can not be avoided in order to maintain healthy plant life.

Plant lists that conform to the approved Landscape Palette must be submitted for review as a part of the Final Design Submittal process. The *Cimarron Hills* DRC reserves the right to refuse any plant material that, in their discretion, will not be compatible with the existing natural landscape or is not

beneficial to the aesthetic quality of the community, and to add to the Plant List species made newly available on the commercial market.

4.6 PLANTING COMPOSITION

The applicant must create a landscape that will remain healthy in this climate over time. Care must be taken to select planting methods that best assure the growth and fulfillment of the concept portrayed by the approved Landscape Plans. A local nursery may provide advice on the various species and whether these species are best propagated by the use of seed, seedlings, potted specimens, or transplantation. If potted specimens are to be used, special attention should be given to the size of the specimen. The largest specimen that has a decent survival rate should be used. With the climatic and soil conditions at *Cimarron Hills*, large potted and transplanted specimen do not always have survival rates that are as high as smaller specimens.

For the Natural Landscape Zone, care must be taken to select plants that are not only a species listed in Section 4.19 *Plant List*, but also that the actual plant specimens appear similar to those already on site. For example, trees grown in a nursery may appear manicured in shape and blue in color whereas trees transplanted from land nearby tend to be more rugged, irregular, and green.

Plant composition should include sizes and quantities of material that are appropriate to the scale of the home and the specific homesite. The goal is to enhance or recreate a landscape that appears

harmonious with the existing setting and flows seamlessly from one homesite to the next.



In addition to consideration for community-wide design, it is important to compose a landscape that complements and supports the design of the home. Selection and location of plants should not block views from windows or entries, nor should it result in overcrowding or the need for excessive pruning to maintain appropriate plant sizes.

4.7 TURF

Turf lawns are permitted within homesite yards. However, *Cimarron Hills* encourages its thoughtful placement because of the common excess that accompany a turf lawn, i.e. over maintenance and over watering, as well as, the use of herbicides and fertilizer necessary in maintaining an attractive, health lawn. Its recommended turf areas physically adjoin outdoor

living spaces to enhance accessibility and to avoid creating small isolated areas of lawn not connected to the overall landscape concept.

It is not recommended that turf be planted directly next to the exterior walls of a home; a landscape element of some vertical proportion should ease the transition. Turf may border a patio or terrace.

Turf must be bordered by a landscape element that is connected to the structure of the home. Turf edges should not be visible. The turf must be visually and physically contained to prevent the potential of leakage over time of non-native grasses into the Natural Landscape. Please refer to Section 4.8 below for more information on containment devices.

Turf areas shall be drought resistant species only, such as Bermuda hybrids, Zoysia, or Buffalo grass. Any exceptions to this rule must be cleared by the Golf Course Manager prior to submittals to the *Cimarron Hills* DRC. Fertilizers must also be approved by the Golf Course Manager.

4.8 ENHANCED LANDSCAPE CONTAINMENT DEVICES

The wide range of lot conditions found at *Cimarron Hills* creates many types of homesite enclosure options. See Chapter 6.2 *DETAILS, Walls, Screens, and Fences* for options and fencing types. Many homesites are provided the opportunity for no fencing at all. In order to protect, in these cases, the community's natural landscape identity the *Cimarron Hills* DRC requires landscape containment devices.



If homeowners desire no fencing, the Enhanced Landscape area must be clearly bounded by a physical containment device. The purpose of containment is threefold:

- First, it prevents the spread of species not native to the site.
- Secondly, the containment device allows the boundaries of the Enhanced Landscape to remain clearly visible over time so that no future owner will mistake the intended location and boundaries of this landscape.
- Third, it visually claims the Enhanced Landscape as part of the occupied area of a home.

In order to contain the Enhanced Landscapes described above, containment devices should stand the test of time: weather, normal foot traffic, and recreational activities, especially those of children at play. The materials, workmanship, and location must be consistent with and appear to belong to the home. The containment element must be complete from end to end without holes or breaks. These site walls should be concentrated around areas of the home that contain Enhanced Landscape rather than encircling the entire home.

Containment devices should be mortar set, a minimum width of 6 inches, with minimum depth below grade of 6 inches, and have a minimum height of 6 inches.

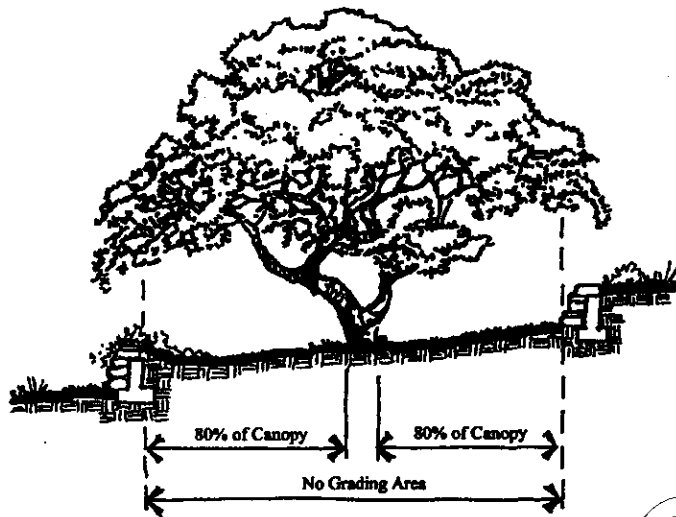
For hardscape or turf to qualify as a containment device it must be a minimum width of 60 inches. Stepping stones, any wooden element (i.e.: fences and bender board), row of rocks placed on top of the soil, or metal fences can not be consider containment devices.

4.9 SITE GRADING

Site grading is the reshaping of the ground forms for the purpose of accommodating structures and for maintaining drainage patterns. Site grading is often overlooked or overdone. When complete, the site should reflect pleasing, natural forms that take shape gradually. Abrupt mounds or sharp forms do not appear natural.

A conceptual grading and drainage plan must be prepared and included in the Site and Landscape plans for all homesites to ensure every consideration is given to producing a design that is well integrated into the adjacent landscape as a single composition. The completed composition of landforms should appear natural within their setting. Terracing of homesites must not be apparent in the finished appearance of the landscape. All grading must take place within the setbacks for the purpose of creating a natural-appearing transition between homesites and other adjoining parcels. Where retaining systems are required, they should follow the height requirements and special considerations addressed in Chapter 3.16, *SITE PLANNING, Grading, Foundations, and Retaining Walls on Sloping Sites*.

Caution must be observed when altering the existing grades around trees. Two common disturbances, which will likely kill trees, is compaction of the roots from heavy equipment driving over them and the cutting or filling of an unnatural grade within the dripline. Should the proposed grade level change near existing trees, the level of the ground inside the tree's dripline should not be disturbed. If necessary, grading may encroach within the outermost 20 percent of the radius dripline as measured from the edge of the tree trunk. If excavating occurs in this area, it must be done by hand. If a major root is encountered, it must be wrapped in a material that keeps it moist and dark until the soil can be replaced. When roots must be removed, they should be cut cleanly and not left ragged. Refer to Chapter 3.12, *SITE PLANNING, Preservation of Trees and other Site Features*, for requirements of special trees.



All site grading must be kept to the absolute minimum necessary to accommodate the construction of the residence. Additional grading of homesites is not permitted other than is necessary structurally for buildings and other site elements. Abrupt transitions between the undisturbed natural ground and the graded area should be avoided. Contoured areas must incorporate a variety of slope gradients to provide a natural appearance to the landscape. All graded slopes must be revegetated. Temporarily stored topsoil and other fill materials must be covered until placed and vegetated.

Ultimately, all site grading must provide for transitions into grades on all sides of the homesites to create a flowing, continuous landscape.

4.10 RETAINING WALLS IN THE LANDSCAPE



There may be instances where retaining walls are required in the Landscape. These walls should be used only where necessary and must not protrude above grade. Refer to Chapter 3.16, SITE PLANNING, *Grading, Foundations, and Retaining Walls on Sloping Sites*.

The preferred stone material for use in retaining walls is the limestone native to the region and readily available. The stonework should appear organic in nature, using a variety of stone sizes and not displaying much mortar. Small walls may be dry stacked, constructed with stones sufficiently large enough to insure their stability over time. Prefabricated or modular concrete retaining wall systems, railroad ties, and landscape timbers are not allowed as retaining walls.

4.11 SITE DRAINAGE

On-site drainage must be designed to reintroduce as much water back into the groundwater system as possible and to keep the adjacent lands in their natural state. Existing natural drainage corridors must not be altered. On-site drainage, including roof drainage, must be directed away from all structures via infiltration trenches and dry wells. Water generated on any homesite may not flow onto adjacent property but has to be retained on site. Drainage may not be altered to create any condition that could lead to on or off-site soil erosion.

Rock lined swales should be designed to appear as a natural stream with large boulders and rock outcropping randomly placed at edges going to more gravel type rock in center. This will also slow the flow of water where necessary. In addition, it should not travel in a straight line. A meandering course will slow flow and allow better infiltration and less erosion. All drainage channels installed by the homesite owner shall be maintained by the owner.

For more information on drainage as it relates to Best Management Practices, please refer to Chapter 3.13, *SITE PLANNING, Best Management Practices*, Chapter 9.6, *CONSTRUCTION REGULATIONS, Temporary Best Management Practices*.

4.12 HARDSCAPE

The configuration of hardscape areas should be dictated by circulation patterns, the landscape design concept, and in some cases the shape or configuration of the chosen paving material. Natural building materials like stone, clay bricks or concrete pavers are a logical selection for exterior ground surfaces. Where possible, colors should blend into the existing natural ground plane. All hardscape selections must be presented to and approved by the *Cimarron Hills* DRC as part of the regular submittal process. The weathering capability of all proposed paving materials should be considered to insure long-term durability of the hardscape design.

4.13 SOFTSCAPE

Softscape treatments include permeable surfaces such as ground covers, decomposed granite, or native limestone rock. Softscape elements are typically porous, allowing water to filter into the soil. Circulation patterns, amount of use and desired level of formality should be considered when selecting a surface treatment. For example, brick or stone laid on sand are appropriate materials for patios and outdoor seating areas.

4.14 IRRIGATION

The use of underground drip irrigation systems rather than traditional spray type systems are encouraged for most landscape situations. Spray irrigation should be limited to turf areas and may not be used in the Natural or Transitional Landscape Zones. Automatic irrigation systems are required for all designed landscapes.

In order to establish vegetation, Natural Landscapes Zones may be temporarily irrigated. Special

attention must be given to the monitoring of these areas so as to insure the healthy establishment of the plantings, while, not promoting an artificially moist environment that limits plants adaptability and life and encourages invasive weed growth.

Upon establishment of the plant materials, the irrigation system can be gradually reduced until the system can be disconnected and removed. Permanent irrigation is not allowed in Natural Landscape zones.

A qualified landscape designer will be able to recommend a watering schedule for both the establishment period and beyond. Consider watering schedules as a guide and adjust as necessary to compensate for climatic changes, soil characteristics, location and exposure and season. Watch plants for signs of stress and adjust water accordingly. Just as many plants die from over watering than under watering. A regular fertilizing and mulching regimen is also critical for nutrient supply, water retention and soil conditioning. All fertilizers must be approved by Golf Course Manager prior to use.

4.15 LANDSCAPE PLAN DOCUMENTATION

The applicant must submit, as part of the Preliminary Design Submittal, a Conceptual Landscape Zoning Plan that distinguishes which areas are to remain protected, which areas will be disturbed and revegetated, and which areas are designated to receive new Enhanced Landscape. Plants to be salvaged must also be indicated. The plan must illustrate the building footprint, paving, terraces, courtyards, patios, decks, the Construction Activity Zone, setbacks, easements, property boundaries, the proposed grading limits, and drainage concepts.

In addition to the information required for the Preliminary Submittal, the Final Landscape Plan must include specific information about the locations, types, quantities, and sizes of proposed plants. The use of any plants not contained within the *Cimarron Hills* Landscape Palette must be denoted as such and submitted to the *Cimarron Hills* DRC with the Final Design Submittal for approval. Irrigation systems must be indicated as well as locations and details (elevations or sections) of features such as address markers, landscape lighting and sitewalls.

Landscaping of homesite after completion of home construction must occur at the earliest possible time. A 90-day time limit for landscape installation has been established in order to insure completion in a timely manner, protect against erosion, and protect property values. The time limit commences from time of issuance of occupancy permit. If the Owner fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, then the *Cimarron Hills* DRC may, upon the passage of 60 days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans. All costs relating to the completion shall be borne and reimbursed to the *Cimarron Hills* DRC by the Owner, to be secured by a continuing lien on the homesite.

The owner is responsible for maintaining the landscape on the homesite per the approved plans. Any changes must be approved by the *Cimarron Hills* DRC prior to installation.

4.16 OAK LEAF DROP

Within the Natural Landscape Zone it is recommended that the fallen Oak leaves and other native floor material be left on the ground rather than removed. The leaves are beneficial to the natural landscape by serving many important functions including: erosion control, dust control, decomposition into fertilizer, retention of soil moisture (this is especially important in the establishment of new vegetation), and protection for plants, especially perennials.

4.17 LANDSCAPE LIGHTING

Landscape lighting is only allowed when approved in advance by the *Cimarron Hills* DRC and when the submittal indicates the lighting scheme is limited in area and in intensity. The purpose of landscape lighting is to provide for safety and diffused mood lighting only, not for decoration. Lighting may not pollute the night sky (no uplighting of any kind is permitted) nor trespass onto neighboring properties or rights of way. Downlighting is the most desired illumination effect. This concept places fixtures high in the branch structure of trees with the light source directed downwards through the foliage and branch structure creating the dramatic shadow patterns of moonlighting.

Additional lighting requirements are as follows:

- Steps lights, pole and pilaster mounted fixtures are allowed when placed appropriately. Refer to Chapter 9.2 DETAILS, *Exterior Lighting*, for additional information.
- Lighting must be limited to circulation, to those areas that are occupied by people or moonlight areas held close to the home.
- Filters and shields are required to hide light source. Nuisance light from unshielded spot or bullet fixtures will not be allowed.
- Fluorescent, metal halide, or low-pressure sodium lamps are not allowed.
- Rope lighting is prohibited.
- Low voltage lighting is allowed when use adheres to the same application as noted above.
- No fixtures are allowed in setbacks.

Light fixtures, finishes, and lamp size intention must be submitted along with proposed fixture locations as part of the Final Design Submittal. The use of a professional lighting consultant is recommended.

4.18 EXISTING TREES

No trees 6 inches d.b.h. or larger may be removed without specific approval from the *Cimarron Hills* DRC. In general, trees of any size outside of the footprint of the building will not be approved for removal. Limbing of live branches is allowed up to ten feet above ground level without approval. Trees 12 inches in diameter and greater may be limbed up to 12 feet off the ground. Trees 4 inches d.b.h. and smaller should not be limbed. Limbing above these levels requires specific approval prior to performing the work. Due to its sensitivity to environmental changes, Post Oaks should remain untouched if possible, but some pruning may be considered if performed by a qualified professional.

Depending on soil type and conditions discovered on individual homesite Owner may be encouraged to transplant rather than cut down trees 4 inches in diameter and smaller that are in conflict with the home's construction. The best time to transplant trees is when they are dormant in the spring or fall.

4.19 PLANTS LISTS

The following list should be used as a starting point for selecting plants at *Cimarron Hills*. Requirements for specific homesites may be more or less restrictive depending on landscape indigenous to the immediate site and the location of the site within the community.

NATURAL LANDSCAPE ZONE

The plants listed in this category are appropriate for use on all parts of the homesite.

TREES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Aesculus arguta</i>	Texas Buckeye*
<i>Chilopsis linearis</i>	Mountain Laurel*
<i>Cercis canadensis</i>	Redbud
<i>Cornus drummondii</i>	Roughleaf Dogwood*
<i>Diospyros texana</i>	Texas Persimmon*
<i>Fraxinus texensis</i>	Texas Ash
<i>Leucaena retusa</i>	Goldenball Leadtree*
<i>Quercus fusiformis</i>	Escarpment Live Oak
<i>Rhus lanceolata</i>	Flameleaf Sumac*
<i>Sophora secundiflora</i>	Mountain Laurel*
<i>Ulmus crassifolia</i>	Cedar Elm
<i>Ungnadia speciosa</i>	Mexican Buckeye*

SHRUBS

<u>Botanical Name</u>	<u>Common Name</u>
<i>Anisacanthus wrightii</i>	Flame Aacanthus*

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<i>Lantana horrida</i>	<i>Texas Lantana*</i>
<i>Opuntia spp.</i>	<i>Cactus*</i>
<i>Rhus virens</i>	<i>Evergreen Sumac*</i>
<i>Salvia greggii</i>	<i>Autumn Sage*</i>

ANNUALS, PERENNIALS & GRASSES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Amblyolepis setigera</i>	<i>Huisache Daisy</i>
<i>Aster oblongifolius</i>	<i>Autumn Aster*</i>
<i>Bouteloua gracilis</i>	<i>Blue Grama</i>
<i>Buchloe dactyloides</i>	<i>Buffalograss</i>
<i>Carex planostachys</i>	<i>Cedar Sedge</i>
<i>Castilleja indivisa</i>	<i>Indian Paintbrush</i>
<i>Coreopsis tinctoria</i>	<i>Calliopsis</i>
<i>Gaillardia pulchella</i>	<i>Indian Blanket</i>
<i>Liatris subsp.</i>	<i>Gayfeather</i>
<i>Linum lewisii</i>	<i>Blue Flax</i>
<i>Lupinus texensis</i>	<i>Bluebonnet</i>
<i>Melanpodium leucanthum</i>	<i>Blackfoot Daisy</i>
<i>Melica nitens</i>	<i>Threeflower Melic</i>
<i>Muhlenbergia reverchonii</i>	<i>Seep Muhly</i>
<i>Malvaviscus arboreus</i>	<i>Turks cap*</i>
<i>Rudbeckia hirta</i>	<i>Black-eyed Susan</i>
<i>Salvia coccinea</i>	<i>Scarlet Sage</i>
<i>Salvia engelmannii</i>	<i>Englemamm Sage</i>
<i>Salvia Farinacea</i>	<i>Mealy Blue Sage</i>

TRANSITIONAL LANDSCAPE ZONE:

The following selection of plants is appropriate for use in landscaped areas that provide a buffer between the Natural and the Enhanced Landscape Zone.

All the plants in the Natural Zone List may be used in the within the Transitional Zone in addition to the following:

TREES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Cotinus obovatus</i>	<i>Smoke Tree</i>
<i>Ilex vomitoria</i>	<i>Yaupon Holly*</i>
<i>Quercus texana</i>	<i>Texas Red Oak</i>
<i>Sophora affinis</i>	<i>Eve's Necklace</i>
<i>Taxodium distichum</i>	<i>Bald Cypress</i>

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SHRUBS

<u>Botanical Name</u>	<u>Common Name</u>
<i>Berberis thunbergii</i>	Redleaf Barberry*
<i>Berberis trifoliolata</i>	Aagarita*
<i>Cotoneaster dammeri</i>	Coral Beauty Cotoneaster*
<i>Hypericum</i> spp.	Hypericum*
<i>Hesperaloe parviflora</i>	Red Yucca*
<i>Ilex vomitoria</i>	Dwarf Yaupon*
<i>Nandina</i> spp.	Heavenly Bamboo*
<i>Rhus virens</i>	Evergreen Sumac*
<i>Rosmarinus officinalis</i>	Rosemary*
<i>Yucca</i> spp.	Yucca

GROUND COVERS

<u>Botanical Name</u>	<u>Common Name</u>
<i>Oenothera Speciosa</i>	Pink Evening Primrose
<i>Verbena Canadensis</i>	Sweet William

VINES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Bignonia capreolata</i>	Crossvine
<i>Campsis radicans</i>	Trumpet Vine
<i>Clematis texensis</i>	Scarlet leatherflower
<i>Lonicera sempervirens</i>	Coral Honeysuckle
<i>Parthenocissus quinquefolia</i>	Virginia Creeper
<i>Passiflora incarnata</i>	Passion Flower

ENHANCED LANDSCAPE ZONE:

The following selection of plants is appropriate for use in landscaped areas that have a direct relationship with the home. The Enhanced Landscape must be contained within clear boundaries, beyond which only plants for the Native and Transitional Zones are allowed. Please reference Section 4.6 *LANDSCAPE, Enhanced Landscape Containment Devices*, for more information on Landscape Containment Devices.

TREES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Aesculus arguta</i>	Texas Buckeye*
<i>Chilopsis linearis</i>	Mountain Laurel*
<i>Cercis canadensis</i>	Redbud
<i>Cornus drummondii</i>	Roughleaf Dogwood*
<i>Cornus florida</i>	Flowering Dogwood
<i>Cotinus obovatus</i>	Smoke Tree
<i>Diospyros texana</i>	Texas Persimmon*
<i>Fraxinus texensis</i>	Texas Ash

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Ilex deciduas
Ilex vomitoria
Lagerstroemia indica
Leucaena retusa
Prunus mexicana
Quercus fusiformis
Quercus macrocarpa
Quercus texana
Rhus lanceolata
Sophora affinis
Sophora secundiflora
Taxodium distichum
Ulmus crassifolia
Ulmus parvifolia sempervirens
Ungnadia speciosa
Vitex agnus-castus

SHRUBS

Botanical Name

Abelia spp.
Anisacanthus wrightii
Aspidistra elatior
Aucuba japonica
Berberis thunbergii
Berberis trifoliolata
Buxus microphylla
Cotoneaster dammeri
Elaeagnus spp.
Fatsia japonica
Hypericum spp.
Hesperaloe parviflora
Ilex cornuta
Ilex vomitoria
Lantana horrida
Ligustrum lucidum 'Variegated'
Leucophyllum spp.
Myrica cerifera
Nandina spp.
Nerium oleander
Pyracantha coccinea
Raphiolepis indica
Rhus virens
Rosmarinus officinalis
Salvia greggii
Santolina chamaecyparissus
Yucca spp.

Possumhaw
 Yaupon Holly*
 Crepe Myrtle
 Goldenball Leadtree*
 Mexican Plum
 Escarpment Live Oak
 Bur Oak
 Texas Red Oak
 Flameleaf Sumac*
 Eve's Necklace
 Mountain Laurel*
 Bald Cypress
 Cedar Elm
 Lacebark Elm
 Mexican Buckeye*
 Vitex

Common Name

Abelia*
 Flame Acanthus*
 Cast-Iron Plant*
 Japanese Aucuba*
 Redleaf Barberry*
 Aagarita*
 Boxwood*
 Coral Beauty Cotoneaster*
 Elaeagnus*
 Japanese Aralia*
 Hypericum*
 Red Yucca*
 Dwarf Chinese Holly*
 Dwarf Yaupon*
 Texas Lantana*
 Variegated Ligustrum
 Texas Sage*
 Southern Wax Myrtle*
 Heavenly Bamboo*
 Oleander*
 Pyracantha*
 Indian Hawthorn
 Evergreen Sumac*
 Rosemary*
 Autumn Sage*
 Gray Santolina
 Yucca

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PERENNIALS & GRASSES

Botanical Name

Achillea spp.
Aster oblongifolius
Malvaviscus arboreus
Melampodium leucanthum
Nolina texana
Pennisetum spp.
Poliomentha longiflora
Rudbeckia hirta
Salvia leucanthia
Salvia roemeriana

Common Name

Yarrow*
Autumn Aster*
Turks cap*
Black-Foot Daisy*
Sacahuista*
Fountain Grass
Mexican Oregano*
Black-eyed Susan*
Mexican Bush Sage*
Cadear Sage*

FLOWERS, FERNS, & HERB

Botanical Name

Ageratum spp.
Begonia spp.
Coreopsis grandiflora
Coreopsis lanceolata
Cosmos bipinnatus
Echinacea spp.
Iris spp.
Lupinus texensis
Nephrolepis spp.
Salvia farinacea
Salvia spp.
Senecio cineraria
Tagetes spp.
Thelypteris kunthii
Verbena tenuisecta
Vinca rosea
Zinnia spp.

Common Name

Ageratum*
Begonia*
Coreopsis*
Lanceleaf Coreopsis*
Cosmos*
Purple Cone Flower*
Iris*
Bluebonnet*
Sword Fern*
Mealy Blue Sage
Indigo Spires*
Dusty Miller*
Mexican Mint Marigold*
Wood Fern*
Moss Verbena*
Periwinkle*
Zinnia*

GROUND COVERS

Botanical Name

Ophiopogon japonicus
Thymus spp.
Trachelospermum asiaticum

Common Name

Mondo Grass
Creeping Thyme
Asian Jasmine

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VINES

Botanical Name

Bignonia capreolata

Campsis radicans

Clematis texensis

Ficus pumila

Gelsemium sempervirens

Lonicera sempervirens

Parthenocissus quinquefolia

Passiflora incarnata

Wisteria sinensis

Common Name

Crossvine

Trumpet Vine

Scarlet leatherflower

Fig Ivy

Carolina Jessamine

Coral Honeysuckle

Virginia Creeper

Passion Flower

Wisteria

*Plants identified with an asteric at the end of the common name have shown some resistance to deer grazing, but there is no such thing as deer-proof. Drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

Plants highlighted in italics are Texas Natives



5.0. ARCHITECTURAL DESIGN

5.1 INTRODUCTION

Cimarron Hills provides a wide range of topography and landscape options and Owners should carefully consider the style, size and scale of their residence prior to selecting a lot.

It is the intent of *Cimarron Hills* to encourage architecture rooted in Texas but with "old world" elegance through the use of good design and natural materials. There is not a *Cimarron* style, but it is the intent to create a unifying philosophy of design. Homes should reflect regional traditions and respond to the unique character of the Texas Hill Country. These guidelines reflect the desire to foster a thoughtful and comprehensive approach to creating a community that shares among it's many goals consistent quality design and construction.

Classic structures utilize strong sheltering roof forms with deep overhangs, large covered verandas, shed and gable dormers, divided-light windows, rustic rough swan beams and trusses with oversized detail cut rafter tails and extensive use of "native" materials.

While structures should be well developed, expression is to be honest and uncomplicated, never modern. Extensive use of spaces for outdoor living such as interior courtyards, large porches, verandas, terraces and trellises are encouraged both for the human factor and the softness of shade and shadow resulting from the articulated massing and details these features provide.

Cimarron Hills' development plan established a layout of roads, a pattern of open spaces, neighborhood areas, golf course, clubhouse/swim racquet facilities and the protection of views and land. Most home sites will share both tremendous views and a sense of privacy. In consideration of this, homes should be sited in consideration of the landscape, topography, golf course and other adjacent lots. Therefore, it is important to realize that not all designs may be appropriate on every lot and the DRC will have authority to reject, adjust or modify any design. In addition, some home sites on selected highly visible parcels may be required to use special features and massing.

5.2 DESIGN CHARACTER

These Guidelines do not intend to dictate an architectural style within *Cimarron Hills* although all designs must be of a character appropriate to the "Old World/Texas" vernacular. Architectural styles such as French Country, Spanish Mediterranean, Tuscan, Southwest, or Texas Hill Country are strongly encouraged as is the use of natural materials.

The design character should create a residence that blends with its environment instead of standing out against it. The design of residences should be considered from all four sides, including roofs, not just from the front or rear. All four elevations should maintain the design integrity, material usage and visual interest as the front.

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Creative use of shade and shadow and the avoidance of long uninterrupted wall or roof surfaces is required. Monochromatic color schemes are not encouraged unless they are the result of the use of natural material such as stone. The requirement for at least two (2) different complimentary exterior materials will naturally create complimenting color variations.

Structures that consist of only a bold mass or block forms are discouraged, as are those that are avant guard or otherwise intentionally conspicuous.



5.3 DIVERSITY AND CONTINUITY

The principal objective of *Cimarron Hills*' Design Guidelines is to encourage the addition of elements with an architectural richness and variety without creating flashy, ostentatious or intentionally attention-grabbing designs.

Most all neighborhoods in the area suffer from a "sameness" of design and detail resulting from the fast paced growth patterns created by developers interested in a fast buck and quick sale. *Cimarron Hills* is intended to be a neighborhood rich in a patina of architecture, details and natural materials created over span of decades, not months or years. Homes should appear to have been built individually or changed over the years by their respective owners.

Although rhythm and pattern are encouraged, large areas of symmetrical massing will not be allowed. Although historical precedent provides examples of symmetry in both rhythm and massing, the use of symmetry as an organizing principal of design can lead to a home that appears formal, traditional or simply institutional.

Homes that use neutral colors for most all materials and have well developed outdoor spaces, shade, shadow and detail will be considered as the basis from which to provide continuity. Design continuity may be achieved through the appropriate use of massing, height, materials, colors and other design elements. Therefore, a more organic composition is preferred, one that can coexist within the context and view of other homes in the neighborhood.

5.4 BUILDING ENVELOPE

The Building Envelope is the portion of each lot within which all improvements must be built and any alterations to the existing landscape may occur. A Building Envelope may have been identified on your lot based on the natural features, views, relationship to other lots or the golf course and drainage and topography. The Building Envelope acts as a limit beyond which no construction activities may occur, including grading, access, parking, storage of materials, and removal of landscape. Minor modifications to the Building Envelope may be approved when justified in the committee's opinion, giving consideration to relevant issues such as privacy, views and the overall character of the development. Increases in the size of Building Envelopes are strongly discouraged and will only will allowed upon exceptional circumstances, if approved in the sole discretion of the Committee.

One of the first goals of all Owners and their Architects should be to create the highest quality home in the minimum space possible consistent with the satisfaction of the Owner's need for space. In that spirit of harmony with the existing landscape there will be no required minimum size of home at *Cimarron Hills*. The maximum living area on a majority of home sites will be six thousand (6,000) square feet. Some home sites may have lower limits due to size and configuration of the lot, location of the lot and density of existing vegetation. For the purposes of this section, living area is defined as habitable space that is heated and or cooled, other than

garages and below grade basements with no walls exposed to the exterior greater than 6 feet in height.

5.5 BUILDING MASS AND FORM

To help blend the residence with its environment building massing will be an important part of the design review process. Residences shall be composed of several building masses as viewed from any elevation. For example, a separate garage structure might incorporate some living area above it.



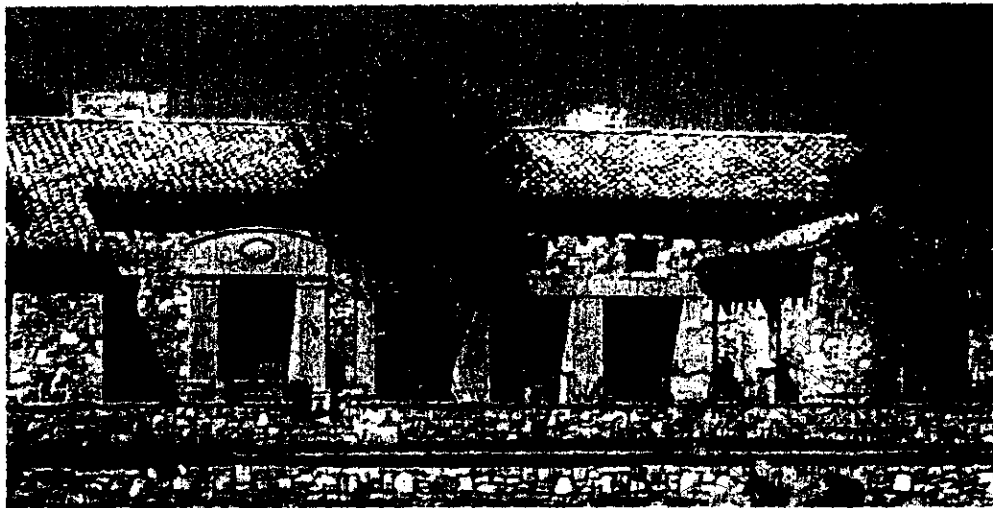
Homes larger than five thousand (5,000) square feet shall be composed of at least four visual masses. Any single mass over two thousand five hundred (2,500) square feet shall be composed of at least two (2) masses. All side and rear elevations are expected to be articulated to break up the façade into smaller elements, as well as adding the richness of shade and shadow. Large blank walls will not be allowed.

When two contiguous home sites are owned by the same person(s), a Lot Line Adjustment may be applied for with the City of Georgetown. If granted, the maximum living area may be increased to a maximum of nine thousand (9,000) square feet if it is demonstrated that the increased size of the home remains consistent with the landscape and scale of adjacent homes.

5.6 ONE STORY FORM RESTRICTED HOMESITES

In order to maintain a minimum impact of the community on both the existing landscape and golf course, certain home sites in prominent locations may have been selected for reduced massing. Homes that are restricted to one story massing and therefore, four thousand (4,000) square feet must appear from the exterior, to have only one floor. This means that in addition to the height limits established herein, the massing and roof forms must contribute to the one story appearance.

It will be possible to have approved, a second, height-compressed level if the Architect or Owner can demonstrate a design that appears as a single story. It is intended through this exemption that the second level be conceived as an attic addition to an existing single story home. Habitable space must be developed through the use of dormers. Plate heights will be limited to one story and gable ends will receive careful examination. Window and other elements that help to communicate interior use should appear dominant at the ground floor.



5.7 BUILDING HEIGHT

Generally, the maximum height limit established is thirty (30) feet to the ridge point of the roof, sufficient for a two-story building with a pitched roof. There may be instances in which the smaller footprint from a two-story building would cause less disturbance to desirable natural features than would a single-story of the same square footage. Creative design solutions which seek to maximize views and privacy for the surrounding neighborhood and which retain natural resources of the site will be given consideration by the DRC.

Architects and Owners should keep in mind that the DRC considers each home within the context of a complete build out at *Cimarron Hills* and not just necessarily any single home. Maximum building heights shall be measured vertically above the average existing natural terrain, as solely determined by the DRC, prior to grading. If any doubt exists as to the base starting elevation, the DRC should be consulted prior to the start of any elevation studies.

5.8 BUILDING ELEVATIONS

In addition to other provisions on this section, it is the articulation of the three-dimensional elevations of each home that may more than any other element, contribute to an overall pleasant neighborhood environment. Homes must be considered and designed with all "four" elevations in mind. The design of homes within *Cimarron Hills* are expected to capture those qualities of richness and detail that are often associated with an earlier, more handcrafted time. The emphasis placed on the front elevation by many homeowners and builders will be used on all elevations by the DRC.

Structures that complement the natural environment, as well as those having interesting and varied mass are required. Whether or not a home is intended as modest or large, the use of proportion, light, shade and shadow must be clearly evident in the design. Homes will be evaluated by the DRC from every potential direction.

Building walls may extend a maximum of 20 feet in height without an offset in the vertical plane. Single story walls may extend no more than 28 feet without an offset in the horizontal plane. Two story walls and gable ends may extend no more than 20 feet without an offset in the horizontal plane. An offset must typically be more than just a change in material, it must occur within the structural framework of the design.

In addition to the scale and proportion of the overall home design, details must also display the same sense of proportion relative to the rest of the building. For example, rafter tails are typically 2" X 4" lumber, often even simply just extensions of the pre-manufactured truss system supporting the roof. However, were these elements given the attention to detail that this section seeks to encourage, they would more often be of 3" X 6" or 4" X 8" rough sawn material.

5.9 ROOF DESIGN

Since roofs will form an important part of the visual environment, they must be carefully designed. Large, unbroken expanses of single-pitched roof will not be approved by the DRC. Pitched roofs may be gable, shed, hipped or tie into building masses and may be a maximum of 8 in 12 and a minimum of 4 in 12. Flat roofs may be permitted if the overall design of the home is consistent within *Cimarron Hills*. Mansard roofs are not permitted. Exposed roof mounted mechanical equipment is not permitted and all penetrations, antennas, satellite dishes and flashing shall be painted to match the roof color.

Allowable roof materials include clay tile, slate, and concrete tile. Metal roofing may be permitted by the DRC where specifically approved based upon the design of the residence. Minimal use of rusted/galvanized low slope, 3 in 12 roof may also be allowed in conjunction with other materials and roof slope.

Covered terraces, porches and verandas are strongly encouraged but must be fully integrated into the design. Changing both the slope and material on these areas is one way to create diversity and asymmetry.

The roof area of all two-story homes must include single-story elements. On both one and two-story residences, the roof profile should be richly varied with individual masses and asymmetrical design. The use of deep, heavy fascias often built up out of smaller pieces of lumber help to create necessary shade and shadow. Overhangs should be substantial on eave ends.



5.10 EXTERIOR WALLS AND FINISHES

The exterior walls of any building are not to be surfaced with more than three (3) materials. One (1) material should be dominant over the other(s) and they should express logical structural relationships.

All building facades must include a significant degree of texture/depth such as that provided by stone and rock, integrally colored stucco, rough-sawn wood and brick. All exterior finish materials including stucco on all building walls, foundations, site walls and screen walls must be continued down to below finish grade, thereby eliminating unfinished foundation walls.



Where code restricts the continuance of any major wall material below grade then the wall(s) must be detailed to include the introduction of stone, rock or brick down below finished grade.

The use of natural and high quality "faux" stone is encouraged as well as integral color stucco. Use of exterior insulation and finish systems (E.I.F.S.) is highly discouraged and will have very limited approval. When used, the total amount shall not exceed 25% of the total exterior surface area. Although brick is an allowable material it must have either a mortar slurry or a weathered painted finish similar to a traditional French Country look. Where brick is used as an accent material it may be unfinished.

Traditional wood siding is not expressly prohibited, however it must be in keeping with the "old world" architectural intent of *Cimarron Hills* as discussed in earlier sections. In no cases will simulated wood siding be permitted.

5.11 COLOR PALETTE

Because of the emphasis on natural materials in *Cimarron Hills* finishes that compliment and enhance the material's intrinsic qualities is encouraged. Colors should complement and blend with, rather than contrast, with the surrounding natural pallet. Colors should generally be recessive, particularly those used for roofs and walls. A minor amount of contrasting trim work may be considered appropriate at the discretion of the DRC.

5.12 DOORS AND WINDOWS

Doors and windows should not appear as openings cut into the side of a box, but rather as architectural features with their glass face recessed, projected or surrounded by projections that provide relief and shadow. While elevations will differ on the individual elevations, all sides must be treated the same as the front elevation. All facades shall include an appropriate degree of doors, windows or openings in the wall.

Large expanses of undivided glass will not be approved for building facades that are visible from off-site. Large openings should be divided through the use of mullions or the ganging of smaller window units. The use of stained wood windows is highly encouraged. Finished, clad windows are permitted, however white cladding will generally not be allowed unless consistent with the overall color pallet. All metal clad windows must be color anodized or pre-finished. Raw components, especially aluminum and clear anodized finishes are prohibited.

Attention to door and window placement and their relationship to one another and the overall context of the elevation is critical. Although attention to interior location and views is important, location on the exterior is as important. Windows in combination are generally more appealing than a number of individual units repeated across a wall and repetition of consistent sizes and shapes are better than an unrelated assortment of windows.

Glass may be coated or tinted to control solar heat gain, but a reflective mirrored appearance will not be approved. Skylights may be approved in inconspicuous locations only. Skylights, where approved, must have a low profile above the roof plane no more than 4" and glazing must be flat rather than bowed. The frames of skylights must be the same color as the windows.

5.13 FRONT ENTRIES, PORCHES AND DECKS



Although it is understood that the front entry should be expressed as an obvious element it should be understated. Traditional front porches that are overly vertical in relation to the area of the porch will not be permitted. Generally, the height of porches should be no more than one and one-half the width. Entries that are too ornate, monumental or imposing will not be approved. Trellised entries can be used as a soft transition between indoor and outdoor space. Entrances should be part of a covered front terrace or porch. Although the entry must be scaled in relation to the overall mass and also pedestrians, from the street, it should appear more dominant than the garage doors.

Decks that extend off of upper levels above grade should be designed as an integral element of the building and not an appendage. Columns supporting such elements must be over-scaled and include the use of stone or brick. Wood columns may be used as an integral element but must be a minimum of an 8" X 8" member or a combination of four (4) 4" X 4"s.

5.14 FIREPLACES AND CHIMNEYS

Well proportioned fireplace masses and their chimneys can be used as both a sculptural and overall massing element. Fireplace masses should be integrated with and blend well with the materials and character of the home and must always be faced with stone, brick or stucco. In no case will exposed metal flues be allowed.

All fireplaces constructed in residences at *Cimarron Hills* shall be wood burning only.

5.15 GARAGES AND DRIVEWAYS

Entrance driveways should be located so as to minimize the impact on natural features. Driveways should be a maximum of twelve (12) feet wide at the street right-of-way and shall intersect the street at a right angle. Other restrictions on design imposed by the City of Georgetown shall govern. Only one (1) driveway entrance off the street will be permitted for each lot. Where feasible, driveways should undulate from the road to the residence.



Where culverts are required at the street connection, they shall be decorative in nature and faced with stone or similar material matching the residence. If required by local ordinance or desired by the owner, entry pilasters shall be of similar design and materials as the residence. Lighting, if incorporated shall be designed to a scale appropriate to the pilaster.

Driveway material may be of natural gray concrete, integrally colored concrete, exposed aggregate concrete, pattern stamped concrete or natural materials such as such stone or brick.

Every effort should be made to minimize the impact of the "garage." Careful siting and driveway orientation can ensure that the visibility of the garage is minimized from the street and Adjacent Lots. Appropriate measures that will minimize the impact of garage doors include side entries out of direct view of the street, and overhangs or columns that add depth, creating desired shade and shadow.

Garages must blend with the residence and should incorporate windows to avoid large expanses of unarticulated surfaces. Large or unarticulated areas above garage doors will not be approved.

Cimarron Hills

Windows and a change in horizontal planes or materials are recommended. In all cases garages should be attached to the main residence at a minimum with an arbor or breezeway element.

Garage doors must relate to the remainder of the home's design elements and materials. The use of wood garage doors and glazing is highly encouraged, especially where visible from the street.

Doors should be either the same color as the home's body or wood accents and generally should not call attention to themselves. Only single width garage doors will be permitted at *Cimarron Hills*. Garages will not be allowed to orient directly to the street and should be setback. No more than 2 garage stalls will be allowed directly adjacent to each other. The third door must occur in a secondary building plane, offset by a minimum of 4 feet from the primary wall. No more than 3 doors will be permitted in an elevation. A maximum of four (4) stalls will be allowed.

Carports may be considered in place of enclosed garage spaces but must be designed as an integral feature of the architecture. It must be constructed to the same level of detail, material and scale as the other portions of the home. Thin posts, bland detail and a change or reduction in materials will not be approved. Where approved, carports may only be used for the short-term storage of vehicles and neatly stacked firewood. The design and orientation of carports must screen the space from the street, common areas, golf course and neighboring home sites.

If owner possesses large SUVs, recreational vehicles or equipment it is encouraged at the design process stage to develop garage and storage structures within the architectural composition of the home or homesite that can facilitate them.

Please reference Chapter 3.8, *SITE PLANNING, Driveways* and 3.9, *Garages*, for additional specifications and requirements regarding Driveways and Garages.

6.0 DETAILS

6.1 GENERAL OVERVIEW

The assumption that governs the *Cimarron Hills* DRC's review of improvement plans is that nothing takes care of itself and even the smallest details are important to the texture and appearance of *Cimarron Hills*. This chapter addresses a variety of related elements, but is not intended to be a full list of considerations that will be subject to the *Cimarron Hills* Covenant Commission's review. Design Review Committees historically have experienced difficulty with these more detailed issues, because homeowners often instruct their Architects and Contractors to undertake the work prior to seeking approval. Consulting with the *Cimarron Hills* DRC prior to commencing with detail-related activities will reduce conflict and will establish and maintain the quality of *Cimarron Hills*.

6.2 WALLS, SCREENS, AND FENCES

Fences and walls may be approved within *Cimarron Hills* when needed for security, screening, and containment or sound attenuation. Generally, the design and materials used for fencing shall be architecturally compatible with the building exteriors and consistent with the architectural style of the home. The exception is where the fences are exposed to open space, common area, or collector roads. In those conditions the exterior side of the fence becomes an extension of the community architectural character. More restrictive guidelines will be applied in these locations in order to maintain a unified architectural theme throughout highly visible areas of the community.

Maximum height of all fence and walls shall be limited to 6 feet above adjacent grade. In all cases, solid vertical wood fence or chain link fence will not be permitted. When fences are located along property lines, homeowners should work with the adjacent residences to ensure a cohesive design.

Where homesites abut the golf course, fencing is prohibited along property lines. Fences, if necessary, for pool or animal enclosures shall be set a minimum of ten feet from property line. Additionally, rear yard fencing is discouraged where properties abut common and open space features.

All fence and wall locations and designs are subject to approval by the *Cimarron Hills* DRC to ensure community cohesiveness, protect view corridors, and assure harmony with *Cimarron Hills* overall vision.

For additional information and guidelines regarding walls, screens and fencing refer to the **COMMUNITY FENCE & WALL EXHIBIT**.

6.3 EXTERIOR LIGHTING

The principal objective of these standards is to recreate the traditional low-level ambiance of a rural community. Secondly, the objective is to limit ambient light and reduce light trespass across property lines. If a shadow of light is cast onto a neighboring property from a homesite the light is originating from, then light trespass is occurring.

Lighting's primary consideration should be for safety. Simple traditional fixtures that throw a soft glow are recommended. One overly bright exposed front porch light can change the feel of an entire neighborhood.

Lighting a homesite or the exterior of a building as an accent or for any other reason is prohibited. Consistent with considerations for safety and security, the desire is to maintain a rural feeling by keeping the night landscape as dark as possible.

Security lighting (area floodlighting) and recessed can lighting is generally prohibited. A maximum of one recessed can fixture may be proposed for each garage bay. Bulb wattage may not exceed 100 watts per fixture.

Exterior wall and building mounted light fixtures must be integrated into the architectural composition of the house. Light fixture enclosures must be constructed to conceal or substantially diffuse the light source. Lighting a homesite or the exterior of a building as an accent or for any other reason is prohibited. Uplighting of any kind is prohibited.

Landscape lighting is allowed in limited quantity and intensity. Refer to Chapter 4.17, *LANDSCAPE, Landscape Lighting* for more information on landscape lighting.

Catalog sheets or photographs, lamp size intentions, finishes, and fixture locations in plan and elevation must be submitted as part of the Final Design Submittal.

6.4 UTILITY ELEMENTS AND ACCESSORIES

Unless specifically approved to the contrary, whether for functional or aesthetic purposes, materials such as chimney flues, vents through roofs or exterior walls, louvers, flashing, chimney caps, railings, utility boxes, exterior mounted mechanical equipment and metal work of any kind must be finished to match one of the other colors in the building's color palette. The color selected for these elements must result in an inconspicuous blending of the element into the surrounding materials and finishes.

Electrical service meters, gas meters, air conditioners and any other utility or mechanical equipment must be screened from the street, the Golf Course, common areas and neighboring homesites. They may be placed behind wing walls or located behind unlocked doors in a manner acceptable to the serving utility company. Please refer to Chapter 3.10, *SITE PLANNING, Utilities* for more utilities requirements.

6.5 ANTENNAE AND SATELLITE DISHES

The *Cimarron Hills* experience revolves around outdoor activities and enjoyment of the natural beauty which abounds in the community. The visual appearance of technological apparatus must be minimized to maintain the vision of rural lifestyle and traditional architectural expression.

Antennas and satellite dishes are generally discouraged. Television reception is available via a central cable system.

Owners desiring a supplemental dish or receiving device may have a dish up to 1 meter in diameter provided that its location is approved by the *Cimarron Hills* DRC in the Final Design Submittal. The dish must be positioned in a location such that it appears unobtrusive when visible from nearby homesites, rights-of-way, common areas, and Golf Course. The placement of such a dish must be designed into the home; it must not appear as an afterthought. Catalog cut sheets of such devices, and their locations on the Roof Plan and Elevations must be provided in the Final Design Submittal. Where appropriate, the dish may need to be painted to blend with adjacent building materials.

It is the responsibility of the homeowner to meet all FCC guidelines and requirements if a antennae is proposed.

6.6 RELATED STRUCTURES AND STORAGE BUILDINGS

Properly designed guesthouses, gazebos, playhouses, tree houses, storage buildings, or other accessory structures can add interest, but care is necessary to avoid a miscellaneous or cluttered look. They must be designed as integral elements of and be complementary to the main structure. Materials, colors and finishes must be similar on all such structures, and visually related by way of connecting walls, pergolas, terraces, or other landscape treatments.

Small storage buildings that are designed specifically for the homesite and are built on site may be allowed if they are complementary to the main structure and are approved in advance by the *Cimarron Hills* DRC. Prefabricated storage buildings will not be approved.

6.7 FLAGPOLES

Flags of a modest size may be displayed if specific approval is received from the *Cimarron Hills* DRC. They may not be visible from the Golf Course because of the potential distraction they pose. Flagpoles must be in proportion to the modest size of the flag and may not extend above the nearest roof ridge. Flagpoles must be finished in a color that blends with the surroundings when viewed from neighbors' homes, rights-of-way and common areas. Flagpoles must be placed near the house. Flagpole height may not exceed the height of the horizontal line of the structures roof fascia.

6.8 ADDRESS IDENTIFICATION

Simple and well-designed small-scale numerals must be affixed to each home or related site elements for identification purposes. House numbers must be of a contrasting color. Such additional identification may be included if consistent with the residence's materials, finishes and color palette.

If address identification numerals attached to the home are not visible from the street, a single marker near the driveway may be approved. The marker must either be of (1) a stone that blends in with the surrounding topography and landscape character or (2) constructed materials that are consistent with the residence's materials, finishes, and color palette. No address marker may exceed a height of more than three feet above natural grade. The marker may be located within ten feet of the edge of the driveway and constructed in a manner as to not block visibility when existing driveway. Address marker designs and details must be approved by the *Cimarron Hills* DRC prior to being constructed.

6.9 EXTERIOR RECREATIONAL OR PLAY EQUIPMENT

Basketball hoops will be allowed on a case-by-case basis where the hoop, backboard and all related hardware are finished to match the structure and are mounted directly to the home or an accessory structure such as detached garage. In addition to the color-matched backboards, clear backboards are also allowed.

Play structures, trampolines, swing sets, slides or other such devices will not be allowed on homesites visible from common areas such as the Golf Course and roads without proper screening. Additionally, play equipment in these areas must be limited to 8 feet or less. Colors must be in keeping with the intent of these guidelines. Bright colors will not be allowed.

6.10 SPORT AND TENNIS COURTS

These uses tend to impact neighbors and neighborhoods due to the significant site alteration, grading and fencing required for such land uses, sport and tennis courts will usually not be approved for homesites unless special mitigating measures are applied. Approval by *Cimarron Hills* DRC will be on a case-by-case basis. No chain link fencing will be allowed.

6.11 OUTSIDE SPEAKERS

Sound cannot be amplified in any way on the exterior of any residence, if in the judgment of the *Cimarron Hills* DRC, it can be heard by neighboring residents, or anyone on the Golf Course, common areas, or rights-of-way. Speakers must be designed into the home so that they cannot be seen.

6.12 SWIMMING POOLS AND SPAS

Swimming pools and spas, if any, should be designed as being visually connected to the residence through the use of walls or courtyards and must be positioned with consideration for visual and noise impact with respect to adjacent lots, the Golf Course, streets and public spaces. The same care applies to the location of all pool equipment areas, which must be screened from view from all surrounding properties. The pool equipment screen must be opaque. Screening with plant material must be large enough at time of planting to form a solid hedge, architectural screening must be of a material and color that is complimentary to the house. Enclosure fencing for pools and spas must meet all local codes.

Pool backwash is not permitted to be disposed into any natural areas on the site. Applicable regulations shall be followed at all times and disposal method and location shall be approved by the DRC prior to installation.

6.13 REFUSE CAN ENCLOSURES

Refuse cans must be stored within an enclosure so as to be out of sight of adjacent properties, street right-a-ways and open spaces. Enclosures must conform to the guidelines set forth in Sections 6.4, *Utility Elements and Accessories* and 6.6, *Related Structures and Storage Buildings*.

6.14 PET AND DOG RUNS

Dog runs may be provided on homesites when approved in advance. Dog runs must be integrated to the fullest extent possible with the home and may not be freestanding. Locator flags for buried electrical pet enclosure devices must be removed within 12 months after installation. Chain link fencing is not allowed at *Cimarron Hills*



7.0 DESIGN REVIEW PROCEDURES

7.1 GENERAL OVERVIEW

Site-sensitive and site-specific design is fundamental at *Cimarron Hills*. The Architect's planning process and the design and construction documents should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, Owners, their Architects, and other consultants must refrain from approaching a homesite with a predetermined design expecting to make it fit with little regard for the site's existing features and constraints. *Cimarron Hills* has established this review procedure to assist the applicant through the design process in an appropriate sequence.

Plans and specifications must be submitted to the *Cimarron Hills* DRC in accordance with the following conference, submittal requirements, and review procedures. A flow chart outlining the Design Review process is located in Appendix A and may be a useful reference.

7.2 ORIENTATION/PRE-DESIGN CONFERENCE

Prior to beginning preliminary plans for any proposed homesite improvement at *Cimarron Hills* an Orientation/Pre-Design Meeting with a representative of the *Cimarron Hills* DRC is required. It is mandatory that the Architect selected for the project be present. This meeting is intended to fulfill several objectives: is designed to informally discuss the Improvement Requirements and to resolve any question regarding building requirements at *Cimarron Hills*, as well as, provide a site-specific discussion that includes a visit to the homesite and an agreement on the approximate location of the future home.

If the Owner has not yet closed the sale of the homesite, a \$200 non-refundable deposit toward the Design Review Fee is required prior to both the Orientation/Pre-Design Conference. This measure ensures that the Design Review Administrator's efforts for this particular homesite project are compensated in the event of a failure to complete escrow.

- The Architect must provide the following items at the Orientation/Pre-Design Conference:
- Topographic Survey (scale 1/8" = 1'-0"), by a Licensed Land Surveyor or Registered Civil Engineer showing homesite boundaries and dimensions, easements, topography (2 foot contours or less), major site features, all trees 4 inches d.b.h. and larger, edge of pavement and utility locations. The Pre-Design agreement will be recorded on this document.
- Site Analysis (scale 1/8" = 1'-0"), may be sketched onto the Survey, with markers (see requirements listed in Chapter 3.2, *SITE PLANNING*, *Site Analysis*, and on the Pre-Design Summary Checklist in Appendix II). Be sure to include quantitative drip lines of trees, existing plant inventory, and any preexisting disturbed areas.
- On-Site Staking: Envelope limits strung (usually corresponds to setback lines).

Together, the Architect and the Design Review Administrator will visit the site and determine the area in which the construction will occur. Site-specific issues should be discussed at this time, prior to the commencement of design. If any questions arise after this meeting, the Architect is obliged to contact the Design Review Administrator for clarification.

7.3 SUBMITTALS AND DEADLINES

Submittals must be made to the Design Review Administrator's office at least 5 working days prior to a scheduled *Cimarron Hills* DRC meeting in order to be reviewed at that meeting. Design Review Administrator will vary completeness of package within 3 working days of submittal. Late or incomplete submittals will not be accepted. Applicants must make submittal appointments and should plan accordingly. A schedule of submittal deadlines, orientation dates, and *Cimarron Hills* DRC meetings is available from the Design Review Department of the *Cimarron Hills* Community Association.

A completed Submittal Information Sheet (in Appendix II) must accompany all submittals so that they may be correctly processed.

All requirements listed in the Summary Checklist (in Appendix II) that corresponds to the type of submittal, including the Site Staking, must be complete at the time of the submittal. Homesite numbers must be affixed to all exhibits including the color board and model.

7.4 PRELIMINARY DESIGN SUBMITTAL

When the Preliminary Design is complete, one set of plans on 24x36 inch (or larger) sheets must be submitted. Only drawings that address the requirements set forth in the Preliminary Design Summary (Checklist in Appendix II) will be accepted. These are a Site Plan, Conceptual Landscape Zoning Plan, Floor Plans, and Exterior Elevations. Drawings should be submitted loose (not stapled) and rolled (not folded). All drawings must have Lot, Block, Section and Address identified.

The onsite staking functions as an important component of the submittal, and is necessary to determine whether the proposed home is well sited and whether the drawings accurately depict the proposal.

It is critical for the project to conform to height, setback restrictions, and all other requirements of the *Community Design Book* to receive Preliminary Design Approval. Any project that does not conform cannot be considered for approval.

In the event of any changes between the Preliminary and Final Design Submittals, the applicant who has submitted an application to City of Georgetown prior to finalizing the design will bear any additional City costs associated with submitting a changed design to the City. If the project schedule allows, it may be more prudent to submit plans to the City after receiving Final Design Approval from the *Cimarron Hills* DRC.

7.5 PRELIMINARY DESIGN REVIEW

Once the submittal of the preliminary materials is complete, a representative of the *Cimarron Hills* DRC will visit the site to verify the site staking and to make sure that the home will be appropriately located on the site.

The *Cimarron Hills* DRC will meet to review the plans and will respond in writing after the review no later than 30 days after the submittal is complete and 10 working days after the meeting.

Results of reviews will not be discussed over the telephone by members of the *Cimarron Hills* DRC with an Owner or Architect. No Owner or Architect shall have the right to attend any Preliminary Design Review meeting of the *Cimarron Hills* DRC unless specifically requested by the Commission. Instead, the Architect will be provided with a notice outlining any points of deviation from the intent of the *Community Design Book*.

Any response an Owner or Architect may wish to make regarding the results of a design review must be addressed to the *Cimarron Hills* DRC in writing, and will be reviewed at the following meeting, provided that the response was received by the deadline.

Once a project receives Preliminary Design Approval it may be submitted to the City for approval. The applicant must include the stamped *Cimarron Hills* Notice of Preliminary Approval in the submittal to the City. If any significant changes occur after the submittal to the City, the applicant is responsible for any additional fee assessments by the City. Therefore it is prudent, but not required, to wait until *Cimarron Hills* Final Design Approval prior to seeking City approval.

7.6 FINAL DESIGN SUBMITTAL

When the Final Design is complete, one set of plans on 24x36 inch (or larger) sheets must be submitted. Only drawings that address the requirements set forth in the Final Design Summary Checklist in Appendix II will be accepted. These are a Site Plan, Landscape Plan, Floor Plans, Exterior Elevations, Roof Plan, Building Sections, a Color Rendering, and Exterior and Landscape Details that communicate aesthetic issues. Drawings should be submitted loose (not stapled) and rolled (not folded). All drawings must have Lot, Block, Section, and Address identified.

An 18x24 inch Exterior Materials and Color Board is among the Final Design Submittal requirements. Actual samples of all exterior materials (roof, wall, and ground plane materials, light fixture finishes, flashing, stone, wood, metal, landscape materials, etc.) must be securely affixed to a stiff board. The samples on the board must accurately correspond to the Color Rendering. All samples must be clearly labeled, and the homesite number must identify the board.

Please refer to the checklist in Appendix II for specific information on all of the requirements.

7.7 FINAL DESIGN REVIEW

As soon as the submittal of final plans and staking is complete, a representative of the *Cimarron Hills* DRC will inspect the homesite to determine that the conditions as depicted in the final submittal are accurate and complete.

The Design Review Committee will meet to review the plans and will respond in writing no later than 30 days after a submittal is complete, and 10 working days after the meeting. Members of the *Cimarron Hills* DRC will not discuss results of reviews over the telephone with an Owner or Architect. No Owner or Architect shall have the right to attend the Final Design Review meeting of the *Cimarron Hills* DRC unless specifically requested by the Commission.

Any response an Owner or Architect may wish to make regarding the results of a design review must be addressed to the *Cimarron Hills* DRC in writing and submitted within the established review schedule.

When a project receives Final Design Approval, the *Cimarron Hills* DRC shall notify the City of the approval. Preparations for Construction, including the Pre-Construction Conference for the Contractor may begin at this time. Please refer to Chapter 8, *CONSTRUCTION PROCEDURES*, for information on the construction phase of the review process.

7.8 RESUBMITTAL OF PLANS

In the event of any disapproval by the *Cimarron Hills* DRC of either a Preliminary or a Final Submittal, a resubmittal of plans and other materials must follow the same procedure as an original submittal, and is subject to the same time frames as the original submittal.

All changed items on a resubmittal must be clearly itemized in writing and highlighted and noted on the drawings so that they correspond to the itemized list. The *Cimarron Hills* DRC will not approve any changed items that do not conform to this procedure. If non-itemized changes are discovered, the submittal will be voided. If these items are not discovered at the time of the submittal, any approvals for itemized change will not apply to non-itemized changes. The Committee may request that these items be built as approved until such time as Final Release and a Certificate of Compliance have been issued.

The *Cimarron Hills* DRC may assess an additional design review fee (which correlates to the relative consulting costs for duplicitous review efforts), upon subsequent submittals which diverge substantially from previously reviewed applications for the same site, whether previously approved or denied.

7.9 DESIGN VARIANCE REQUEST PROCEDURE

If a requirement set forth in this book cannot be met, a Variance may be requested. Variances require that a hardship is demonstrated and that benefit to the community as a whole is the outcome of the variance. Mitigation may need to be proposed and permission from adjacent homesite Owners may be required, which can sometimes slow the approval process.

Requests must be submitted within the standard submittal schedule along with any necessary materials to clearly communicate the request. The regulation from which the Variance is being requested must be identified, and the extent and parameters of the Variance must be clearly defined.

When possible, requests will be processed and written responses given within 30 days of the submittal and 10 days of the meeting, provided that outside agency approval is not necessary.

The Design Variance Request fee is \$300, payable to *Cimarron Hills* Design Review, regardless of whether the variance is granted. This fee is in addition to any other fees that may be assessed for processing of additional procedure. See Appendix II for a Design Variance Request Form.

7.10 ADDITIONS, EXTERIOR REMODELS, AND REFINISHING

If a structural addition is to be added or the exterior of the home is to be remodeled any time after Final Release, the following Design Review procedures must be followed.

The charge for the review services for major work is \$200. A major addition or remodel is one that involves the addition of heated livable space and requires drawings submitted by a Licensed Architect.

Minor additions of such items as a dog run, patio, landscaping, light fixture or awning also require the submittal of drawings, however, require only a \$50 review.

The Owner must contact the office of the Design Review Administrator for more specific instructions prior to adding, remodeling or refinishing any item on the home. For more information on fees associated with Post Final Release additions or remodels, please refer to Appendix B.

7.11 NON-WAIVER

The approval by the *Cimarron Hills* DRC of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any provision of these improvement requirements shall not constitute a waiver of the same.

Moreover, approval granted to a project does not constitute approval of each element within that project. If an element that does not comply with the guidelines is discovered in a future submittal, or during construction of the same project, modification of the non-compliant element may be required. The *Cimarron Hills* DRC, the Design Review Administrator, the Community Association, Developer, or any employee or member thereof may not be held liable for any costs or inconveniences incurred to remedy such a situation.

The Architect shall assume responsibility for compliance with all of the *Community Design Book* Improvement Requirements and the CC&R.



8.0 CONSTRUCTION PROCEDURES

8.1 GENERAL OVERVIEW

In order to establish and maintain clear communication between homesite projects and the *Cimarron Hills* DRC, communication shall be conducted solely through the office of the Design Review Administrator and the licensed General Contractor. The General Contractor shall replace the Architect as the contact person representing the project beginning at the time of the Pre-Construction Conference. A flow chart outlining the Construction Procedures process is located in Appendix A and may be a useful reference.

8.2 ORIENTATION/PRE-CONSTRUCTION CONFERENCE

A Orientation/Pre-Construction Conference is necessary for each project. This meeting will provide the *Cimarron Hills* DRC an opportunity to review construction procedures and regulations with General Contractor, as well as, review how the proposed construction activities relate to the specific site. The Contractor must bring a current Site Plan so that locations for major construction equipment and activity may be mutually agreed upon and recorded by the representative of the *Cimarron Hills* DRC and the Contractor. Locations for dumpsters, sanitary toilets, materials storage, construction staging, and tree/vegetation protection fencing will be among the issues discussed.

8.3 PRE-CONSTRUCTION PACKAGE REQUIREMENTS

After Final Design Approval has been granted by the *Cimarron Hills* DRC, a Pre-Construction Package consisting of the necessary documentation and other *Cimarron Hills* forms must be submitted in full at the Pre-Construction Conference. As the Owner's Agent, the Contractor must provide the following requirements as a prerequisite in obtaining Permission to Begin Construction.

- Copy of official document of Texas State Contractor's License
- A deposit check for \$2,500 written to *Cimarron Hills*
- Contractor Deposit [For more deposit information reference section 8.6]
- Construction Insurance [For more insurance information, reference the following section.]
 - Copy of Certificate of Minimum \$1,000,000
 - Liability Insurance naming Owner and Declarant
 - Proof of Valid Workers' Compensation Insurance or Exemption from it

- A copy of the City of Georgetown Building Permit [Permission will not be granted to begin construction until the building permit has been provided]
- A Site Staking as referenced in the following section.
- Contractor's Sign [optional] and Location on Site Plan Indicated
- Vehicular Access: A list of all Vehicles and Personnel to Security Staff
- Copy of Final Approved Site Plan
- A completed Pre-Construction Information Sheet and Summary Checklist [See Appendix II]

8.4 INSURANCE REQUIREMENTS

All contractors must provide evidence of insurance with the *Cimarron Hills* DRC and the homesite Owner prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming both the Owner and Declarant as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workers' compensation. Proof of liability insurance and workers' compensation [or exemption from it] is required as a condition to begin and continue construction.

The minimum limits as \$1,000,000 each for general liability and workers' compensation liability. General liability coverage must contain provisions for contractual liability and broad form property damage. The certificate shall provide for a 30-day notice to the certificate holders in case of cancellation or material change in the limits of coverage.

8.5 SITE PREPARATION AND STAKING

As part of the Pre-Construction Package, a comprehensive onsite staking must be completed. The following items must be included. [Many of the items may be previously completed as part of the Final Design Submittal.]

- Limits of Construction with 4 foot high Orange Vegetation Protection Fencing
- Elements to be Saved Within the Construction Activity Zone Protected [include tree root protection]
- Trees to be Removed Marked
- Equipment Access Marked
- Utility Trenching Location Staked and Labeled

- Building Footprint Staked and Labeled
- Paving Limits Strung
- Sanitary Closet Location Indicated
- Materials Storage Site[s] Indicated
- Dumpster Location Indicated

When the site preparation is complete, the Contractor shall provide the Design Review Administrator with the complete Pre-Construction Package referenced above. The Administrator will attempt to inspect the site within one week of receipt of this package.

8.6 CONTRACTOR DEPOSIT

A deposit of \$2,500 for each homesite under construction, payable to *Cimarron Hills* Contractor Deposit, is required by the *Cimarron Hills* DRC prior to final approval to begin construction. The deposit will be returned without interest to the Owner upon Final Release unless fines have been levied to non-compliance with the Improvement Requirements or deviations from the approved plans have occurred. The DRC may request an additional deposit be paid in the event that the balance falls below \$1,000. Failure to replenish the deposit within 30 days of the request may result in a lien, on the property. For more information on inspections, enforcement of regulations and deposits, please refer to section 8.11, *Inspection of Work and Enforcement*.

8.7 PERMISSION TO BEGIN CONSTRUCTION

The Administrator will attempt to respond in writing to the Contractor within one week of a complete submittal of Pre-Construction requirements. If the Pre-Construction Requirements have been satisfied, a notice granting Permission to Begin Construction will be issued to the Contractor. The date of this notice shall be recorded as the commencement date of construction unless an alternate start date is requested by the Contractor.

8.8 COMMENCEMENT OF CONSTRUCTION

Upon receipt of final approval from the *Cimarron Hills* DRC, and after having satisfied all applicable City of Georgetown review and permit processes, the Contractor must satisfy all conditions of approval and begin the construction of the work pursuant to the approved plans. This work must begin within one year from the date that Permission to Begin Construction was granted. If the Contractor fails to begin construction within this time period, any approval given shall be automatically revoked.

All require infrastructure, such as dumpsters and sanitary closets, must be on site within 7 days of the commencement of construction. Fire extinguisher must be on site immediately.

8.9 COMPLETION OF CONSTRUCTION AND ACTIVE SITES

The Contractor shall, in any event, complete all construction of improvements to the homesite within 24 months after commencing construction, except when such completion is impossible or would result in hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

If the Contractor fails to comply with this schedule, or if the diligent and earnest pursuit of the completion of the improvement ceases, or if the site is abandoned for a period of one calendar month, or a cumulative period of 4 weeks during any 8-week span, the *Cimarron Hills* DRC may, upon the passage of 60 days after written notification to the Owner, proceed to have the exterior of the improvement completed in accordance with the approved plans. The Commission may also remove the improvement and restore the homesite to its pre-construction condition or to the greatest degree possible. All costs relating to the completion or removal shall be borne and reimbursed to the *Cimarron Hills* DRC by the Owner, to be secured by a continuing lien on the homesite.

An active construction site, one that will not be considered abandoned, must not only have work crews present, it must also have, at all times, a dumpster, a sanitary toilet, fire extinguisher, and correctly placed and complete vegetation protection fencing.

8.10 CONSTRUCTION VARIANCES

If construction cannot be legitimately completed within the regulations set forth in Chapter 9, *CONSTRUCTION REGULATIONS*, the Contractor may apply for a Construction Variance at a cost of \$200, regardless of the outcome. A written response will be given within 10 days of the *Cimarron Hills* DRC meeting in which the request is reviewed. The DRC will respond to these requests as quickly as possible, however, some time will be needed for a representative to visit the site, evaluate the request, present the request to the DRC, and respond with the Commission's decision, in writing, to the Contractor. Needs for variance should be anticipated well in advance of the scheduled dates of the variance activity.

8.11 INSPECTIONS OF WORK AND ENFORCEMENT

A representative of the *Cimarron Hills* DRC and members of the Security Staff may regularly inspect all work in progress and give Notices of Noncompliance when applicable. The Notice of Non-Compliance will usually be associated with a fine as described below:

The Owner is liable for violations of all regulations by all parties involved in the construction of all improvements. As the sole contact with the *Cimarron Hills* DRC during the construction phase, the General Contractor, who must be licensed in the state of Texas, is responsible for making sure that all parties, including sub-contractors and crewmembers, abide by the rules set forth.

All notices will be directed toward the General Contractor, who bears responsibility for all persons entering *Cimarron Hills* property on behalf of the homesite project. A copy of the Notice of Noncompliance will be distributed to the Owner.

In the event of a violation of the governing documents, a warning may, but not necessarily will, be given for less serious breaches. Violations will be subject to the fines and other corrective action in Appendix C, as amended from time to time. These fines and actions may be imposed by the *Cimarron Hills* Community Association and/or the *Cimarron Hills* DRC and their agents. Fines double for each successive similar or uncured violation, regardless of any third party involvement, such as a sub-contractor.

In the unlikely event of an egregious or flagrant violation, the *Cimarron Hills* DRC or the Association may impose a fine of up to 10 times the penalties listed in Appendix C or previous fine amount. If circumstances warrant, the Commission or Association may deny entry onto *Cimarron Hills* property to perpetrating individuals, without liability towards any incomplete contractual obligations.

The *Cimarron Hills* DRC shall review all Notices of Non-Compliance at regularly scheduled meetings, at which time any written response regarding a violation will be considered. The associated fine will be levied against the Contractor Deposit upon affirmation by the Commission.

The *Cimarron Hills* DRC and/or *Cimarron Hills* Community Association and their agents may take corrective action at any time including, but not limited to, increase fines as described herein, entering the site to correct the problem, issuing a Notice of Non-Compliance and/or a Stop Work Order, ordering of mitigation measures, or enforcement by any proceeding at law or as otherwise allowed under the law.

Absence of such inspection or Notification of Noncompliance during the construction period does not constitute an approval by the *Cimarron Hills* DRC of work in progress or compliance with these Improvement Requirements. Please refer to Appendix C for additional information.

8.12 SUBSEQUENT CHANGES

Any changes to an approved design proposal that occurs after the Final Design Approval and before Final Release must be submitted as follows. Additional construction or other improvements to a residence or homesite, changes during construction, including, but not limited to, landscaping, any re-staining or color modification must be submitted to the *Cimarron Hills* DRC for approval prior to beginning any work.

A Subsequent Change Request form and any supporting material must be submitted to the DRC. A \$200 processing fee, payable to *Cimarron Hills* Design Review, will be required, regardless of the outcome. If the total square footage of the home is increased to exceed the square footage allowed in the Design Review Fee that was initially paid at the Preliminary Design Submittal, the fee is increased to the next fee bracket and the difference must be paid. The *Cimarron Hills* DRC shall

review and respond in writing to a Subsequent Change Request within 10 working days of the meeting at which it was reviewed.

Applicants requesting any changes that require a Variance from the Improvement Requirements are required to follow the regular Variance process outlined in section 8.10, *Construction Variances*.

All changes from the Final Approved Design made to the exterior of the building or to the amount of heated, livable space must conform to the following procedure prior to the initiation of their construction.

- A completed Subsequent Change Request form [in Appendix II]
- A check for \$200, payable to *Cimarron Hills Design Review*
- Modified drawings and any other exhibits such as material samples or photographs necessary to clearly communicate the requested changes must be submitted for review at the next scheduled DRC meeting. Please note that all changes must be specifically noted in writing [such as a list], and highlighted on plans and other exhibits. The highlighted items must be noted so that they correspond to the list.

Implementation of the change may only occur if and when approval is granted. Fines for initiating construction on unapproved elements of a design range from \$100 - \$1,500 per change, depending on the severity of the charge. Two changed windows would constitute two changes and would result in two fines.

Fines levied against the deposit for unapproved changes do not constitute approval, and changes will still be required to be requested as part of the above-mentioned procedure. In the event that a change is not approved, it must be built as originally approved in the Final Design. The fees and Subsequent Change Request fees will not be refunded. These stringent requirements help to ensure that the Design Review Committee maintains control over all exterior elements of a home.

For addition, remodels, and exterior refinishing after Final Release is granted, please refer to Section 7.10, *DESIGN REVIEW PROCEDURES, Additions, Exterior Remodels, and Refinishing*.

8.13 NOTIFICATION OF COMPLETION AND FINAL RELEASE

Upon completion of any home or other improvement, the Owner or Contractor shall give written notice of completion to the *Cimarron Hills DRC*.

As part of the notification of completion, the *Cimarron Hills DRC* shall be provided with a set of 11x17 inch record drawings of what actually was built and installed on the homesite. A Site Plan, which includes landscape, irrigation and abatement dates, and elevations of all sides of the home are required. Final Release cannot be granted without this documentation.

Within 10 business days of such notification, a representative of the *Cimarron Hills DRC* may inspect the residence or other improvements for compliance. If all improvements comply with these

Improvement Requirements, the *Cimarron Hills* DRC may issue a written approval to the Owner, constituting a Final Release of the improvements by the *Cimarron Hills* DRC. The release is to be issued within 60 days of the final inspection, and shall be accompanied by the remaining balance of the Construction Deposit and a Certificate of Compliance. A Final Release is a prerequisite for obtaining a Certificate of Occupancy from the City of Georgetown.

If it is found that the work was not done in strict compliance with the approved plans or any portion of these Improvement Requirements, the *Cimarron Hills* DRC may issue a written Notice of Noncompliance to the Owner, specifying the particulars of noncompliance. This notice is to be issued within 60 days of the final inspection.

The Owner shall have 30 days from the date of Notice of Noncompliance within which to remedy the non-complying portions of the improvements. If, by the end of this time period the Owner has failed to remedy the noncompliance, the *Cimarron Hills* DRC may take action to remedy or remove the non-complying improvements as provided for in these Improvement Requirements, including, without limitation, injunctive relief or the imposition of a fine.

If the Commission fails to issue a Final Release, and also fails to issue a Notice of Noncompliance to the Owner, within 60 days receipt of the Owner's written notice of completion, the complete improvements shall be deemed to be in compliance with plans as approved by the *Cimarron Hills* DRC, and in compliance with these Improvement Requirements. The remaining balance of the Construction Deposit shall be returned and a Certificate of Compliance issued.

8.14 CONDITIONAL FINAL RELEASE

The *Cimarron Hills* DRC may grant a Conditional Final Release on a homesite in the event that the required improvements necessary for Final Release cannot be completed due to inclement weather, seasonal considerations, or other unforeseeable events. A Conditional Final Release will provide for a Certificate of Occupancy from City of Georgetown prior to receiving Final Release and a Certificate of Compliance.

An estimate for the cost to complete the work signed by the General Contractor, and a check for 150% of the estimated cost of completion made payable to *Cimarron Hills* Contractor Deposit must be submitted to *Cimarron Hills* Design Review. This money will be held in addition to the remaining contractor deposit. Final Release will be given after verification of timely and satisfactory completion of the work. Please contact the office of the Design Review Administrator for the appropriate form.



9.0 CONSTRUCTION REGULATIONS

9.1 GENERAL OVERVIEW

Cimarron Hills is situated in a magnificent natural place. Respect and consideration of this serene and idyllic environment form the basis of our community. In order to ensure that the natural landscape of each homesite is preserved and the nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all residential improvements at *Cimarron Hills*. They are designed to protect the current residents, their golf and recreation experience, and the overall integrity of the natural landscape.

The construction regulations at *Cimarron Hills* are more strident of these rules is to limit as much negative and destructive activity as possible while allowing for the reasonable construction and completion of residential improvements. Compliance with all of the regulations requires a sincere effort to familiarize oneself with the rules and continued diligence to abide by them.

9.2 CONSTRUCTION ACCESS

Each homesite must have a clearly defined construction access, which must not encroach into protected site features, such as, existing tree root zones, rock outcropping, and natural drainage swales. Securely installed orange vegetation protection fencing shall delineate the access.

Homeowner must take steps as delineated in Chapter 3.14, *SITE PLANNING, Best Management Practices*, and section, 9.6, *Temporary Best Management Practices*, to stabilize this access and control dust and erosion.

9.3 CONSTRUCTION ACTIVITY ZONE

The Construction Activity Zone is the area in which all activities related to building a home must occur. No construction activity may take place outside of this area at any time. It is established during the Design phase of the project and then reviewed at the Pre-Construction meeting. Four-foot high orange vegetation protection fencing must delineate the boundaries of this zone at all times. This boundary must be present and complete prior to beginning construction and must remain intact, unmoved, and complete until outdoor construction activity has ceased. Failure to maintain vegetation protection fencing will likely result in fines and possible corrective action. For more information on the Construction Activity Zone and Fines, please refer to Chapter 3.13 *SITE PLANNING, Construction Activity Zone*.

9.4 PRESERVATION OF PROPERTY

Because of the delicate nature of the soils and the vegetation that it sustains, the use of, or transit over, any other homesite or common area, as defined in the CC&Rs, is prohibited. Similarly, in the interest of preserving as much of the natural landscape as possible, the use of, or transit over, the natural area or setbacks outside the limits of construction on any homesite is also prohibited, where existing vegetation deems it appropriate. Construction personnel must refrain from parking, eating, and depositing rubbish or scrap materials [including concrete washout] on any neighboring homesite, tract, or right-of-way, common area, Golf Course, or anywhere outside of the building or paving footprint.

9.5 CONSERVATION OF NATIVE LANDSCAPING

Trees or other significant natural features within the Construction Activity Zone that are to be preserved must be marked and protected by four foot high orange vegetation protection fencing placed along the drip lines of trees. Trees too close to construction activity will require dimensional lumber strapped [not nailed] to the trunk. Removal of this protection may result in fines. Trees with drip lines that fall within the Construction Activity Zone must have the soil and roots protected from erosion and compaction. At no time are construction vehicles allowed to park beneath any existing tree on site. The *Cimarron Hills* DRC has the right to flag major terrain features or plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site. Please refer to the following section for more information on Temporary Best Management Practices.

In order to avoid compaction and erosion, tree root bridging is required where the Construction Activity Zone infringes upon the dripline of a tree. All construction site traffic must be elevated above the soil by means that allows both water and air to reach the soil. If tree roots are encountered during excavation they should either be covered immediately with burlap and kept moist until the soil can be replaced or the smaller roots should be trimmed and the ends coated with a substance that reduces the uptake of pathogens through the roots. Please refer to Chapter 3.12, *SITE PLANNING, Preservation of Trees and Other Site Features*, for more information on excavating near trees.



9.6 TEMPORARY BEST MANAGEMENT PRACTICES

Cimarron Hills is at the cutting edge of a new generation of communities that work to preserve the pristine landscape that attracts such strong development interest.

Much of *Cimarron Hills* drains into the ecologically sensitive Edwards Aquifer which is strictly protected by the Texas Natural Resource Conservation Commission. Protection of these sensitive areas is a condition of development at *Cimarron Hills*. The delicate ecological balance can be disturbed by a minimal amount of sediment, such as topsoil, water-borne pollutants, and a few drops of oil from a piece of machinery. In short, there are strict sets of requirements that are designed to keep fertile soil from eroding and pollutants carried by surface water runoff into ecologically sensitive areas.

With modification and mitigation of construction methods most of the impacts can be significantly reduced. The mitigation measures are called Best Management Practices, or BMPs. Although not complicated, the proper installation and associated regular maintenance can be expensive and labor intensive.

Temporary BMPS include:

Temporary Soil Stabilization Practices

- Hydromulch
- Jute Netting
- Wood excelsior blanket
- Erosion control blankets or geotextiles
- Approved chemical mulches or tackifiers

Straw should not be used as a temporary soil stabilizer because invasive weeds that generally exist within the straw will be introduced to the site.

Temporary Runoff Control [Diversion] and Slopes

- Diversion dikes and swales
- Perimeter dikes and swales
- Interceptor dikes and swales

Temporary Grade Stabilization Structures

- Flexible down drain
- Pipe slope drain
- Section down drain
- Chutes, flumes, spillways

Dirt compacted by the single pass of a vehicle, or by repeated foot traffic, makes inhospitable soil for planting. Foot and vehicle traffic often kills existing shrubs and can disable root systems from being able to deliver oxygen and water, eventually killing trees. Ground covers, shrubs, and tree roots help stabilize soil, which when disturbed can be carried off the homesite and deposited into sensitive areas. Even a minimal amount of sediment, such as topsoil, and water-borne pollutants,

such as oil drips from piece of machinery must be avoided.

Rainwater must be allowed to percolate where practical into the ground rather running along the top, where it can carry pollutants. The percolation can help to clean the water. Soil exposed by construction activity must be stabilized, so that it cannot be eroded off the site by seasonal rainoff.

It is the responsibility of the Owner and Contractor to effectively implement Temporary Best Management Practices. If there are any questions about compliance, it is recommended that a private consultant be hired. Failure to implement and maintain these measures may result in fines and possible corrective action by *Cimarron Hills*. If a representative of *Cimarron Hills* does enter the site to remedy the situation, the Owner will be charged for expenses relate to that action. For information regarding Permanent Best Management Practices, please refer to Chapter 3.13 *SITE PLANNING, Best Management Practices*.

9.7 VEHICLES AND PARKING AREA

Construction crews may not park on, or otherwise use, neighboring homesites or open space. All vehicles should be parked within the Construction Activity Zone. During busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the Construction Activity Zone, the overflow vehicles may be temporarily parked along the edge of the roadway. Vehicles may park along one side only to allow continual unconstrained access by normal traffic, and emergency vehicles such as fire trucks.

Changing oil or other vehicle maintenance is not allowed. The discharge of any petrochemical substance is strictly forbidden. Vehicles that leak oil must not be brought onto *Cimarron Hills* property. This is strictly monitored by local agencies and therefore also by the *Cimarron Hills* DRC.

9.8 VEHICULAR ACCESS

Prior to the start of any construction activity at *Cimarron Hills*, each Contractor must meet with security staff and prepare a Contractor's Vehicle Pass List and the supporting information relating to the description and identification of construction employee's vehicles. No person or vehicle will be allowed onto *Cimarron Hills* property until the requisite documents are on file and the appropriate passes have been issued. The *Cimarron Hills* DRC or the security staff may require proof of acceptable automobile insurance as a condition of entry.

9.9 MATERIAL DELIVERIES

All building materials, equipment, and machinery required to construct a residence on any homesite at *Cimarron Hills* must be deliver to and remain within the Construction Activity Zone of each homesite, clear of all setbacks. This includes all building materials, earth-moving equipment, generators, mixers, cranes and any other equipment or machinery that will remain at *Cimarron Hills*

overnight. Material delivery vehicles may not drive across adjacent homesites or common areas to access a construction site or drop deliveries in a roadway or right-of-way.

9.10 REFUSE RECEPTACLES AND DEBRIS REMOVAL

Owners and Contractors shall clean up all refuse and debris at the end of each day; a commercial dumpster must remain on the site all times during active construction for the purpose of containing all waste materials or packaging. The receptacle must be positioned on the site in the location agreed upon at the Pre-Construction Conference. It should be clear of setbacks, rights-of-ways, and neighboring properties. If it is shown that a construction site cannot accommodate a dumpster and its emptying, alternative arrangements may be made at the Pre-Construction meeting with an approved Construction Variance.

Refuse receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal must be at a suitable off-site facility. Owners and Contractors are prohibited from dumping, burying, or burning refuse anywhere on the homesite or in *Cimarron Hills*. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site and legally disposed of upon completion of the work of each trade that has generated the debris.

All concrete washout, from both trucks and mixers, must occur within the building envelope of the homesite in a location where it will ultimately be concealed by structure or covered by paving. Washout in road rights-of-way, setbacks, natural areas or on adjacent properties is strictly prohibited.

During the construction period, each construction site must be kept neat and be properly policed to prevent it from becoming a public eyesore or detriment to other homesites or open space. Any clean-up costs incurred by the *Cimarron Hills* Community Association or DRC in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site must be removed daily from public or private roads, open spaces and driveways or other portions of *Cimarron Hills*.

9.11 EXCAVATING, EXCESS MATERIALS, AND BLASTING

Excavations for foundations may not exceed 5 feet. Trenching must be confined to those areas indicated on the Site Plan. Manual excavation methods and moisture blanketing will generally be necessary to preserve root systems. Backfill materials must include loose soil of proper characteristics to promote revegetation of all disturbed areas. For more information on excavation and grading, please refer to Chapter 3.15, *SITE PLANNING, Grading and Drainage*, 3.16, *Grading, Foundations and Retaining Walls on Sloping Site* and Chapter 4.10 *LANDSCAPE, Site Grading*.

All excess materials resulting from blasting as well as all other excess excavation materials must be removed and legally disposed of. Temporary storage of these materials must occur within the Construction Activity Zone.

For the safety of the community, if any blasting is to occur, five written notification must occur at a minimum of forty-eight hours [two working days] in advance and appropriate approvals must be

obtained from all appropriate governmental agencies. The Director of Security at the Gatehouse, the Manager of the Golf Club, the Director of Sales at the Information Cottage, the Infrastructure Construction Manager, and the Design Review Administrator must be notified. The form in Appendix II must be used to communicate the procedures to the appropriate department.

Blasting may only be performed by licensed demolition personnel, with all requisite insurance coverage as mandated by governmental statutes, specific to their blasting activity at *Cimarron Hills*.

The *Cimarron Hills* DRC has the authority to require a pre-blast survey and written documentation of anticipated seismic effects on improvements on all adjoining properties, with confirmation that such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized.

9.12 DUST AND NOISE CONTROL

The Contractor is responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from rights-of-way daily that is the result of construction activity on the homesite. Contractors must cover materials or provide sufficient irrigation to eliminate any fugitive dust. The use of radios or of other audio equipment must not be audible beyond the property perimeter of any homesite in *Cimarron Hills*; especially adjacent to the Golf Course or other common parcels. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

9.13 TEMPORARY POWER

Utilize existing power supply sources when available and temporary power generators only when necessary.

9.14 DAILY OPERATION

Construction activity at *Cimarron Hills* is allowed on weekdays only between the hours of 7:00 a.m. and 6:00 p.m. between March 1 and October 31. Due to an earlier nightfall during the months of November, December, January, and February, construction sites must be vacated by 5 p.m. instead of 6 p.m.

Construction activity that does not generate excessive noise may also occur on Saturdays between 8:00 a.m. and 6:00 p.m. Excessive noise can be defined as activities such as heavy equipment usage, hammering, power sawing concrete delivery, etc. Quiet outdoor construction activities such as hand landscaping, construction activity within an enclosed dwelling, and staining, is permitted on Saturdays. Construction is not permitted on Sundays.

There are several days each year when construction is not allowed due to special community events. Contractors will be notified in advance of these occasions.

9.15 OSHA

All applicable National Occupational Safety and Health Act [OSHA] regulations and guidelines must be observed at all times.

9.16 SANITARY FACILITIES

Contractors are responsible for providing adequate sanitary facilities for their construction workers on each homesite at all times. Portable toilets must be located within the Construction Activity Zone, clear of all setbacks. For a construction site to be considered active, a sanitary closet must be on site and in the location approved at the Pre-Construction Conference.

9.17 ALCOHOL AND CONTROLLED SUBSTANCES

The consumption of alcohol or the use of a controlled substance by any construction personnel anywhere on *Cimarron Hills* property is prohibited.

9.18 FIREARMS

The possession or discharge of any type of firearm by construction personnel anywhere on *Cimarron Hills* property is prohibited.

9.19 FIRES AND FLAMMABLE MATERIALS

No on-site fires are allowed.

Careless disposal of cigarette and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, is prohibited. At least two 10-pound 4A/20BC rated Dry Chemical Fire Extinguishers must be present and available in a conspicuous place on each construction site at all times, in addition to any requirements of the City of Georgetown Fire Services.

Additional restriction may be imposed on high and very high fire danger days.

9.20 SITE VISITATIONS

Due to the inherent danger associates with an active construction site, visitors to any homesite are limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review administrators, *Cimarron Hills* DRC members, sales personnel, and the Owner. Construction personnel may not invite or bring family members or friends, especially children, to the project site.

9.21 PETS

No pets, particularly dogs, may be brought onto the property by anyone other than the Owner. If the Owner brings a pet to the site, that animal must be properly contained within the homesite. This regulation is strictly enforced.

9.22 SIGNS

Temporary construction signs are limited to one sign per homesite, which are not to exceed 6 square feet of total surface area. This sign is intended primarily for project site identification; therefore, it must be located on the subject homesite outside of any side and rear, facing the street. It may identify the Architect and Contractor by name with address, license number and telephone numbers[s] and it may identify the project site by homesite number or Owner's name.

The sign must be free standing and may not exceed 4 feet in height above natural grade. The sign's design, color, style, text, duration of display and location upon the homesite must be approved in advance by the *Cimarron Hills* DRC in accordance with the requirements outlined in Appendix E. The sign may not be erected on a site earlier than two weeks prior to the onset of continuing construction activity. Furthermore, all signs must be removed within two weeks after the issuance of a certificate of occupancy by the City of Georgetown, or immediately upon the passage of 30 calendar days without significant construction activity. The Architect or Contractor of a newly completed but unoccupied market home may apply to the *Cimarron Hills* DRC for a continuation of the signage for advertising and sales purposes after construction has been completed, until such time that a contract for sale has been executed.

Individual signs, or construction sign attachments identifying individual sub-contractors, trades people, or suppliers are prohibited. Additional signage when required by statute shall be confined to the posting location of the building permit.

Attachment of any signs or similar material to trees is strictly prohibited. Placement of any sign facing the Golf Course or any non-street common areas is not allowed.

Separate home and homesite sale signage is not permitted in *Cimarron Hills*.

9.23 CONSTRUCTION TRAILERS, JOB OFFICES, AND MATERIALS STORAGE

Construction trailers, portable job offices, and commercial storage containers are not permitted at *Cimarron Hills*. The preferred method to accommodate job office and material storage needs is to build the garage first and use it for shelter and storage. Trailers are not permitted overnight on residential construction sites. Temporary site built storage or shelter facilities that blend in with the construction site may be proposed to the *Cimarron Hills* DRC at the Pre-Construction Conference.

9.24 RESTORATION OF PROPERTY

Upon completion of construction, each Owner and Contractor shall clean the construction site and repair all property that has been damaged. This includes but is not limited to, restoring grades, planting shrubs and trees as approved or required by the *Cimarron Hills* DRC, streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner and Contractor will be held financially responsible for the cost of site restoration/revegetation and refuse removal necessitate on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.



10.0 GENERAL POLICIES AND PROCEDURES

10.1 RIGHT OF WAIVER OR VARIANCE

The *Cimarron Hills* DRC reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown, and subject to findings as may be required by CC&R's. Upon submittal of a written narrative request for a variance or waiver of one or more provisions of these Improvement Requirements, the *Cimarron Hills* DRC may, from time to time, at its sole discretion, permit Owners to construct, erect, or install improvements, which are in variance with these Improvement Requirements.

No member, representative, or employee of the *Cimarron Hills* DRC shall be liable to any Owner or other person for any claims, causes of actions, or damages arising out of the granting or denial of any variance request by Owners or their other agents. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the *Cimarron Hills* DRC's right to strictly enforce these Improvement Requirements against any other Owner. Each such written request must identify and set forth in narrative detail the specific guidelines or standard from which a variance is sought, describe in detail the exact nature of the variance sought and be accompanied by the appropriate fee, as prescribed by the *Cimarron Hills* DRC. Any grant of variance by the *Cimarron Hills* DRC must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted.

10.2 EXEMPTIONS

Association and Golf Club owned utility and maintenance buildings, structures located on non-homesite parcels and the developer are exempted from the Improvement Requirements portion of this document.

However, the *Cimarron Hills* DRC will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

10.3 NONLIABILITY

Neither the *Cimarron Hills* DRC, its agents and employees, any member hereof, employee thereof, nor the Declarant, shall be liable to the Association or to any Owner, any Contractor, or other person for any loss or damage claimed on account of any of the following if the party acted in good faith.

- the approval or disapproval of any plans, drawings and specifications, whether or not defective or in compliance

- the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications and whether or not defective
- the development, or manner of development, of any homesite within *Cimarron Hills*
- processing and enforcement of the governing documents, including the *Community Design Book*

Every Owner or other person, by submittal of plans and specifications to the *Cimarron Hills* DRC for approval, agrees not to bring any action or suit against the *Cimarron Hills* DRC, any of its Members, Agents, or Administrator, the Association, the Board of Directors of the Association, or the Declarant, regarding any action taken by or on behalf of the *Cimarron Hills* DRC.

Approval by the *Cimarron Hills* DRC of plans and specifications by or on behalf of the *Cimarron Hills* DRC, or of the construction of any improvement at *Cimarron Hills*, refers only to the *Cimarron Hills Community Design Book*, and in no way implies, and shall not be deemed to be a representation or warranty that, the submitted plans or specifications for the improvement comply with applicable governmental ordinances or regulations including, but not limited to, zoning ordinances and building codes.

10.4 SEVERABILITY

If any provision of these Improvement Requirements, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Improvement Requirements, and the application of any such provision, section, sentence, clause, phrase or work in any other circumstances, shall not be affected thereby, and the remainder of these Improvement Requirements shall be construed as if such invalid part were never included therein.

10.5 CIMARRON HILLS DRC ORGANIZATION

The *Cimarron Hills* DRC shall initially consist of three members. Each member shall hold their office until such time as they resigned or have been removed or their successor has been appointed. Procedures for appointment, replacement and terms of office are as stated in the CC&Rs.

The *Cimarron Hills* DRC may appoint a Design Review Administrator to assist the Committee in handling routine processing procedures. The Design Review Administrator shall have the authority to act on behalf of the *Cimarron Hills* DRC; however, actions requiring approval or disapproval and non-routine procedures must be presented to the Committee. In matters of enforcement, the Design Review Administrator is authorized on to act on behalf of the Committee except as otherwise limited by the Committee.

10.6 DUTIES

It shall be the duty of the *Cimarron Hills* DRC to consider and act upon such proposals or plans

related to the development of *Cimarron Hills* that are developed pursuant to the Improvement Requirements, and to amend those Improvement Requirements, when and in a manner deemed appropriate by, the *Cimarron Hills* DRC.

10.7 MEETINGS

The *Cimarron Hills* DRC shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act by the *Cimarron Hills* DRC. The *Cimarron Hills* DRC shall keep on file all submittals and copies of all written responses to Owners to serve as record of all actions taken.

10.8 COMPENSATION

The Administrator of the *Cimarron Hills* DRC shall receive compensation from the homesite owner for the processing of all applications for homesite improvements. The Administrator shall also be entitled to reimbursement for reasonable out-of-pocket expenses incurred in confection with the performance of duties.

Professional consultants or representatives of the *Cimarron Hills* DRC retained for assistance in the review process shall be paid such compensation as the *Cimarron Hills* DRC determines.

10.9 AMENDMENT OF COMMUNITY DESIGN BOOK AND IMPROVEMENT REQUIREMENTS

Until the designated turnover date [as referenced in the CC&Rs], the *Cimarron Hills* DRC may, from time to time and at its sole discretion, amend or revise any portion of these Improvement Requirements. All such amendments or revisions shall be appended to and be made a part of the Community Design Book. Subsequent to the turnover date, administrative changes may be made in like manner by the *Cimarron Hills* DRC; changes of a substantial nature may be recommended by the *Cimarron Hills* DRC for consideration by the Board of Directors of the *Cimarron Hills* Community Association.

Prior to undertaking any improvement on a homesite, each Owner, Architect, and General Contractor is responsible for obtaining a copy of the most current *Community Design Book* from the *Cimarron Hills* DRC.



APPENDIX A - FLOW CHARTS

The following flowcharts summarize the Design Review and Construction phases for a typical residential project at *Cimarron Hills*. For detailed information about the process outlined herein, please refer to the *DESIGN REVIEW PROCEDURES* and *CONSTRUCTION PROCEDURES* chapters.



APPENDIX B -FEES AND DEPOSITS

The following is a list of the standard Design Review Fees and additional Service Fees.

DESIGN REVIEW FEES\$750.00

ADDITIONAL SERVICES FEES

Design Variance \$300 per submittal
Subsequent Changes..... \$200 per submittal
Construction Variances \$200 per submittal
Design Consultations..... \$200 per consultation
Additional Design Books** \$25 each

*** The sale of each homesite includes one Design Book in the purchase documents and a copy of any subsequently released revisions. Cimarron Hills homesite owners and professionals who have design and construction contracts with these homesite owners may purchase additional copies.*

The following is a list of deposits required during the construction of improvements.

CONSTRUCTION DEPOSIT*

Standard Construction Deposit* \$2,500
Additional Deposit for Inactive Site \$2,000
Deposit for Finishing Work after
Conditional Final Release** 150% of the value of
estimated work to be
completed in addition to
remaining deposit balance

** Interest will not be returned with the Deposit.*

*** If the deposit balance falls below \$4,000 minimum deposit balance, the Cimarron Hills DRC may require that it be replenished to its original amount with 30 days notice.*

**** This privilege will only be granted by the Cimarron Hills DRC to projects that prove completion hardships, such as installing landscape in winter.*

Cimarron Hills

The following services are available for Owners that already have a completed home on their homesite.

**FEES FOR POST LCC FINAL RELEASE ADDITIONAL
SERVICES (payment due at time of request for review and approval)**

Minor Changes/Additions (windows, doors,
minor landscaping, exterior materials and
colors, etc.)

\$200

Major Changes/Additions - must be sub-
mitted by a licensed Architect (new
foundations, earthwork, structural
changes, etc.)

**\$500
plus
construction
deposit**



APPENDIX C - FINES

Included in this Appendix are two fine schedules: a Construction Site Violation Fine Schedule applicable to projects that are or will be under construction and a Post Occupancy Violation Fine Schedule applicable to projects that have received Final Release. They are partial lists of the standard fines for the violation of the Improvements Requirements. The purpose of the fines is to help ensure that the requirements set forth in this *Community Design Book* and other governing documents are followed. Actual fines may vary depending on the severity of the offense.

CONSTRUCTION VIOLATION FINE SCHEDULE

BEST MANAGEMENT PRACTICES

Failure to maintain vegetation protection	\$250
fencing	
Failure to maintain soil retention barriers	\$500
Failure to stabilize construction entrance	\$100
Excess fugitive dust	\$100

CONSTRUCTION VIOLATIONS

Initiating construction without LCC approval	\$2,000
(and/or potential suspensions of building privileges at <i>Cimarron Hills</i>)	
Failure to complete within time limit	\$1,500
Unauthorized earthwork or site alteration	
Unauthorized blasting	\$1,500
Minor change (windows, doors, minor landscaping, exterior materials, etc.)	\$200
without LCC approval	per change
Major change (foundations, earthwork, structure, etc.) without LCC Approval	\$1,500
	per change

TREE, BRUSH, AND LIMB REMOVAL

Unauthorized tree killing or removal from a	\$15,000
common area, neighboring property, or	per tree
homesite	
Unauthorized removal of live limbs or	\$1,500
otherwise endangering a tree	per tree
Unauthorized removal of brush or other	\$500
significant vegetation	
Unauthorized removal of a significant site	\$500
feature	per feature
Failure to properly dispose of vegetative	\$250
debris	

TRAILERS AND SIGNAGE

Unauthorized trailer	\$250
Unauthorized sign or sign location.....	\$100

COMPLETION OF CONSTRUCTION

Failure to restore site as described in	No Final
Section 9.26 of the Improvement	Release
Requirements	

REFUSE RECEPTACLES AND DEBRIS REMOVAL

Concrete washout outside of building or.....	\$500
paving footprint	
Refuse receptacle missing or in unauthorized.....	\$250
location	
Sanitary closet missing or in unauthorized	\$250
location	
Failure to remove daily refuse, debris, mud.....	\$250
or excess dirt from public or private roads,	
open space, or driveways	
Failure to pick up refuse or loose debris at	\$100
the end of each work day	

VEHICLES, ACCESS AND PARKING AREAS

Access of homesite by means other than	\$1,000
approved route	
Receipt of deliveries outside of Construction	\$250
Activity Zone	
Parking location disruptive to residents, traffic.....	\$100
or landscape	
Dripping petrochemicals from vehicles	\$250

NOISE AND NUISANCE

Construction outside of approved hours.....	\$250
Radios or other audio equipment audible	\$100
beyond property lines	

JOBSITE SAFETY

Possession or discharge of firearm or	\$1,500
other weapon	
Fire extinguisher missing or inadequate.....	\$500
Consumption of alcohol or use of other	\$100
controlled substances	
Pets or other domestic animals on site	\$100

Appendix C-Fines

Unauthorized visitor or children (under age 16)\$100
on site

THE FOLLOWING ITEMS APPLY TO BOTH THE CONSTRUCTION FINE SCHEDULE
AND THE POST- OCCUPANCY FINE SCHEDULE

OTHER VIOLATIONS

The *Cimarron Hills* DRC may assess additional fines for unlisted actions resulting in environmental degradation, nuisance, or safety being compromised on a case-by-case basis.

ADDITIONAL SIMILAR VIOLATIONS

Fines for repeated or uncured violations of similar nature, regardless of third party involvement (such as a subcontractor), may result in fines that are double amount of the previous fines. For example, if a violation results in a \$100 fines, and that violation goes uncured beyond the compliance date specified on the Notice of Non-Compliance, a second fine of \$200 could be imposed, and in the unlikely event of a second failure to cure the violation by the second compliance date, a third fine of \$400 could be imposed.

EGREGIOUS OR FLAGRANT VIOLATIONS

Additionally, and not in lieu of the above-described doubling fines, fines for egregious or flagrant violations (at the discretion of the *Cimarron Hills* DRC or Community Association) may be increased by a factor of up to 10-fold. When evaluating the fine amount the commission or Association will consider all relative circumstances including intent, whether a violation adversely impacts the community, such as the unauthorized cutting of a mature tree, etc.

OUTSIDE AGENCY FINES

If an outside agency levies a fine against *Cimarron Hills* L.L.C., *Cimarron Hills* Community Association or *Cimarron Hills* Golf Club, and fine is related to a particular homesite, the amount of the agency fines will be the obligation of the General Contractor and Owner.

DEPOSITS, FINES AND COSTS, FINAL RELEASE

Upon affirmation by the *Cimarron Hills* DRC, fines, fees and costs may be deducted from the Construction Deposit. All fines and associated *Cimarron Hills* Community Association and DRC costs and attorneys' fees are the obligation of the General Contractor and Owner, and may be added to the homesite Owner's Community Association billing statement if they exceed the Contractor Deposit balance. Final Release will not be given until full compliance with the Community Design Book is achieved and all accounts are paid.

OTHER CORRECTIVE ACTION

These scheduled fines may be imposed in addition to other corrective actions that may be taken by the *Cimarron Hills* DRC and/or the Community Association. With 24 hours notice, the *Cimarron Hills* DRC may in emergency or chronic situations, authorize at the Owner's expense, an outside party to correct situations that have and been remedied by the General Contractor or Owner.

POST OCCUPANCY VIOLATION FINE SCHEDULE

Adding or changing a minor new building element without DRC Approval (windows, doors, minor landscaping, exterior materials, etc.)	\$200 per element
Initiating major new construction without DRC Approval..... (new foundations, earthwork, structural changes, etc.)	\$1,500
Failure to maintain permanent Best Management Practices.....	\$1,000 per day
Unauthorized removal of live limbs from trees or otherwise endangering a tree	\$1,500 per tree
Unauthorized removal or killing of a tree 6" in diameter and greater	\$15,000 per tree
Unauthorized clearing of brush or other significant vegetation.....	\$500
Unauthorized removal of a significant site feature	\$500
Unauthorized sign or other visible object.....	\$250 per object



APPENDIX D - EXTERIOR MATERIALS AND COLORS

Appendix D will be provided as a supplemental at a future date.

Unofficial Document

APPENDIX E – CHECKLISTS & FORMS

Appendix E will be provided as a supplemental at a future date.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

02-02-2001 04:10 PM 2001007792
ANDERSON \$363.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS