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RENAISSANCE PARK HOA, INC.

ARTICLES OF INCORPORATION

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1. The name of the corporation shall be Renaissance Park HOA, Inc.
2. The period of duration shall run until December 31, 2036, and shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by three-fourths (3/4) of the Owners of the Lots within the Renaissance Park subdivision.
3. Renaissance Park HOA, Inc., is a non-profit corporation created in accordance with the Texas Non-Profit Corporation Act, Article 1396, Volume 3, Vernon's Texas Civil Statute.
4. Renaissance Park HOA, Inc., a Texas non-profit corporation, is created as an association of homeowners in the Renaissance Park Subdivision and is therefore granted the powers of administering and enforcing the covenants, conditions, restrictions, liens and charges of the subdivision.
5. The registered agent and registered office address are listed as follows:

Registered Agent: Charles E. Ball

Registered Office: 9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

6. The initial Board of Directors shall be as follows:

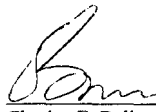
President: Charles E. Ball  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

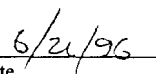
Secretary: Charles E. Ball  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

Treasurer: Charles E. Ball  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

7. The name and address of the incorporator of Renaissance Park HOA, Inc. is as follows:

Incorporator: Charles E. Ball  
c/o Ball Resources  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759

  
Charles E. Ball

  
Date

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**BYLAWS OF**  
**RENAISSANCE PARK HOA, INC.**  
**A NON-PROFIT CORPORATION**

ARTICLE I - OFFICES

1.01 **Principal Office.** The principal office of Renaissance Park HOA, Inc. ("Association") in the State of Texas shall be located at 9442 Capital of Texas Highway North, Plaza One, Suite 680, Austin, Texas 78759, in the County of Travis or at such other location as may be determined by the Association's board of Directors ("Board") from time to time, provided that notice of such new office location has been provided to the members of the Association. The Association may have such other offices, either within or without the State of Texas, as the Board may determine or as the affairs of the Association may require from time to time.

1.02 **Registered Office and Registered Agent.** The Association shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Association, and the address of the registered office and the registered agent may be changed from time to time by the Board.

ARTICLE II -- MEMBERS

2.01 **Membership.** Any person or entity upon becoming an Owner, as defined in the Declaration of Covenants, Conditions, and Restrictions of Renaissance Park, dated April 12, 1996 and recorded in the Real Property Records of Travis County, Texas, and as amended from time to time ("Declaration"), shall automatically become a member of the Association. The Declaration is incorporated herein by reference for all purposes as if here set forth verbatim. Membership shall be appurtenant to ownership of a "Lot" or "Lots" out of the "Property", as those terms are defined in the Declaration, and membership may not be severed from Lot ownership or in any way transferred, pledged, mortgaged, or alienated except together with the title to a Lot or Lots. All Owners and members by voluntarily becoming subject to the Declaration, agree to delegate and do thereby delegate to the Board the power to alter, amend, or repeal these Bylaws or to adopt new Bylaws, as authorized by Article 1396-2.09 of the Texas Non-Profit Corporation Act.

2.02 **Voting Rights.** The right to cast votes, and the number of votes which may be cast for election of members to the Board and on all other matters to be voted on by the members shall be calculated as follows:

(A) The Owner (including Declarant, as defined in the Declaration) of each Lot within the Property shall have one vote for each Lot so owned. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

(B) In addition to the votes to which they are entitled by reason of Subsection (A) of this Section, for every one vote outstanding in favor of any other person or entity, Declarants shall have two (2) votes ("Bonus Votes") until the earlier of: (i) the date on which Declarants delegate this right to the Board by written instrument, or (ii) December 31, 2010.

(C) If a Lot is held jointly or in common by more than one person, entitling the Owners to vote as provided herein, the Owners shall designate in writing one person who shall be entitled to cast the vote attributable to such Lot. No other person shall be authorized to vote on behalf of such Lot. A copy of such written designation shall be filed with the Board before any such vote may be cast and if not filed, no vote may be cast or counted with respect to such Lot.

(D) The cumulative system of voting shall not be allowed.

(E) The right to exercise the voting rights granted herein shall be contingent upon the timely payment of all fees, charges, and other assessments made by the Association or its Board. Failure to remit any such amount within the required time period shall result in a temporary cessation of the voting rights and all other privileges of membership of the member(s) responsible for making such payment.

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### ARTICLE III - MEETINGS OF MEMBERS

3.01 **Annual Meeting.** An annual meeting of the members shall be held on the first Saturday of March in each year, beginning with the year 1996, at the hour of 10:00 o'clock, A.M., or at such other reasonable time and location as the Board may designate, for the purpose of electing those Directors whose terms of office have expired and for the transaction of other business as may come before the meeting. If the day fixed for the annual meeting shall be on a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members as soon thereafter as possible.

3.02 **Special Meeting.** Special meetings of the members may be called by the President, the Board, or not less than two-thirds (2/3) of the members having voting rights.

3.03 **Place of Meeting.** The Board may designate any reasonable place in Travis County, Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Texas; but if all of the members shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action which could otherwise be taken at a regularly called and noticed meeting may be taken.

3.04 **Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of members, other than an annual meeting to be held at the time and place designated in paragraph 3.01, shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered on the third (3rd) day (other than a Sunday or legal holiday) after being deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid.

3.05 **Informal Action by Members.** Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

3.06 **Quorum.** The members holding and entitled to vote at least one-half (1/2) majority of the votes which may be cast at any meeting, present in person or by proxy, shall constitute a quorum at such meeting and any act taken by a majority of such quorum, unless a different percentage is required by law, these Bylaws, or otherwise, shall be the act of the members as a whole. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting to a time not less than forty-eight (48) hours, nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement, to the extent allowed by law, shall be waived. Action may be taken by a vote of a two-third (2/3) majority of the votes present at such adjourned meeting.

### ARTICLE IV - BOARD OF DIRECTORS

4.01 **General Powers.** The affairs of the Association shall be managed by its Board.

4.02 **Number, Tenure and Qualifications.** The Directors named in the Articles of Incorporation of the Association ("Articles") shall hold office until the first annual meeting of the members and until their successors are elected and qualified. At the first annual meeting of the members and at every annual meeting thereafter, three (3) directors shall be elected to serve a term of two years, or until their successors are elected and qualified.

4.03 **Special Meetings.** Special meetings of the Board may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place in Travis County, Texas as the place for holding any special meetings of the Board called by them.

4.04 **Notice.** Notice of any special meeting of the Board shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered on the third (3rd) day after being deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where

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a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

4.05 Quorum. All the Directors must be present to constitute a quorum for the transaction of business at any meeting of the Board.

4.06 Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the board, unless the act of a greater number is required by law, these Bylaws, or the Articles.

4.07 Vacancies. Any vacancy occurring in the Board shall be filled by a majority vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

4.08 Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

#### ARTICLE V - OFFICERS

5.01 Officers. The officers of the Association shall be a President, a Secretary and a Treasurer.

5.02 Election and Term of Office. The officers of the Association shall be elected annually by the Board at its regularly scheduled annual meeting. If the election of officers shall not be held at such meetings, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

5.03 Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5.04 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

5.05 President. The President shall be the principal executive officer of the Association and shall in general supervise and control the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments and agreements which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Association; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5.06 Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association and from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article 7 of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

5.07 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the Association's records and of the seal of the Association, and affix the seal of the Association to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post-office address of each member which shall be furnished to the Secretary by each member; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

#### ARTICLE VI - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

6.01 Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association provided that such

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contract or instrument is not in violation of these Bylaws, the Articles or applicable law. Such authority may be general or confined to specific instances.

6.02 Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

6.03 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

6.04 Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for any purpose of the Association.

#### ARTICLE VII - INCONSISTENCIES AND CONFLICTS

7.01 In the event of any inconsistency or conflict between these Bylaws and the Declaration, the Declaration shall control.

#### ARTICLE VIII- BOOKS AND RECORDS

8.01 The Association shall keep correct and complete books and records of account in accordance with all applicable laws, and shall also keep minutes of the proceedings of its members, Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time and with reasonable notice.

#### ARTICLE IX - FISCAL YEAR

9.01 The fiscal year of the Association shall begin on the first day of January and end on the last day in December in each year.

#### ARTICLE X - INDEMNIFICATION

##### 10.01 Indemnification.

A. 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, judgments, fines, and amounts paid in settlement) actually and 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 with respect 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 he reasonably believed to be in, or in a manner which was not in 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.

B. The Board may purchase and maintain insurance on behalf of any person who is or was 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 XI - WAIVER OF NOTICE

11.01 Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or any other applicable law(s) or under the provisions of the Articles or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

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ARTICLE XII - AMENDMENTS TO BYLAWS

12.01 These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least two (2) days' written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting.

I hereby certify that the above and foregoing bylaws of the Association were adopted as the initial bylaws of the Association by the unanimous written consent of the Directors without a meeting, executed on the 26<sup>th</sup> day of JUNE, 1996, pursuant to Article 1396-9.10 of the Texas Non-Profit Corporation Act.

APPROVED:

RENAISSANCE PARK HOA, INC.

  
\_\_\_\_\_  
Charles E. Ball, President

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# RENAISSANCE PARK

## DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of the date last herein written by Ball Partners, Ltd., hereinafter referred to as Declarant, and is as follows:

WHEREAS, Declarant owns fee simple title to that real property described in Section 1.02 hereof, Declarant having acquired their interest on or about April 12, 1996; and

WHEREAS, Declarant desires to subject the real property described in Section 1.02 hereof to the covenants, conditions, restrictions, liens and charges hereinafter set forth in order to protect and enhance the value, attractiveness and desirability of such real property; and

WHEREAS, Declarant desires to create and carry out a master plan for the subdivision, development, sale and improvement of the real property described in Section 1.02 hereof for the benefit of the present owners of such real property and all future owners of portions thereof; and

WHEREAS, Renaissance Park HOA, Inc., a Texas non-profit corporation, has been granted the powers of administering and enforcing the covenants, conditions, restrictions, liens and charges created herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT Declarant does hereby declare that the real property described in Section 1.02, hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, charges and liens hereinafter set forth, which are for the purpose of protecting and enhancing the value, attractiveness and desirability thereof, which shall apply uniformly to the use, improvement, occupancy, ownership and conveyance thereof, and which shall constitute covenants running with the land which shall be binding upon all parties having any right, title or interest in or to such real property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I GENERAL

1.01 Definitions. Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

- a. Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.
- b. Architectural Committee Rules. "Architectural Committee Rules" shall mean the rules and regulations adopted by the Architectural Committee, as the same are amended from time to time.
- c. Articles. "Articles" shall mean the Articles of Incorporation of Renaissance Park HOA, Inc., which will be filed in the office of the Secretary of State of the State of Texas, and as from time to time amended.
- d. Assessment. "Assessment" or "Assessments" shall mean assessment(s) levied by the Association under the terms and provisions of this Declaration.
- e. Association. "Association" shall mean and refer to Renaissance Park HOA, Inc., a Texas non-profit corporation.
- f. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board as the same may be amended from time to time.
- g. Board. "Board" shall mean the Board of Directors of the Association.
- h. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, and as from time to time amended.
- i. Common Property. "Common Property" shall mean and refer to areas of land shown on the recorded plat or its equivalent of the Property or any portion thereof filed or approved by Declarant and

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identified thereon as "Common Area" or "Common Area of Renaissance Park HOA, Inc.", or other similar designation, such land being conveyed, leased, dedicated or assigned by Declarant or by a third party (with the consent of Declarant) to the Association for maintenance and operation, including, but not limited to, easements, rights-of-way and streets located within the Property.

- j. **Declarant.** "Declarant" shall mean Ball Partners, Ltd., its duly authorized representatives or their respective successors or assigns; provided that any assignment of the rights of 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.
- k. **Declaration.** "Declaration" shall mean this instrument as it may be amended from time to time.
- l. **Improvement.** "Improvement" or "Improvements" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, barns, stables, guesthouses, greenhouses, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connections with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- m. **Lot.** "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a recorded plat of any portion of the Property, intended for single family residential use, together with all Improvements located thereon.
- n. **Member.** "Member" or "Members" shall mean any person(s), entity, or entities holding membership rights in the Association.
- o. **Mortgage.** "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.
- p. **Mortgagee.** "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.
- q. **Owner.** "Owner" or "Owners" shall mean the person(s), entity or entities, holding a fee simple interest in any portion of the Property, but shall not include the Mortgagee of a Mortgage.
- r. **Person.** "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.
- s. **Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such improvement.
- t. **Plat.** "Plat" shall mean the recorded subdivision plats of portions of the Property, as the same may be amended from time to time.
- u. **Private Joint Access Driveways.** "Private Joint Access Driveways" shall mean the common private driveways located within 25 foot wide access easements.
- v. **Property.** "Property" shall mean the real property described in Section 1.02 hereof.
- w. **Public View.** "Public View" shall mean the view as seen from RM 2222, Belvedere, the Private Joint Access Driveways, or from any Lot within the Property.
- x. **Restrictions.** "Restrictions" shall mean this Declaration, as the same may be amended from time to time, together with Association Rules, Architectural Committee Rules and the Articles and Bylaws of the Association from time to time in effect.
- y. **Subdivision.** "Subdivision" shall mean a portion of land within the Property which is subdivided under a final plat filed of record in the Plat Records of Travis County, Texas.
- 1.02 **Property Subject to Declaration.** The real property covered by this Declaration is described in Exhibit "A".

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ARTICLE II  
DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. Declarant may divide or subdivide the Property, develop all or any portion of the Property and, at Declarant's option, dedicate parts of the Property as Common Property.

ARTICLE III  
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 3.01 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver shall be erected or maintained on the Property without the prior written approval of the Architectural Committee, unless screened from public view.
- 3.02 Insurance Rates. Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.
- 3.03 Subdividing/Easements. No lot shall be further divided or subdivided. No easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee.
- 3.04 Signs. No sign of any kind shall be displayed to the public view on the Property except for signs which are part of Declarant's overall marketing plan for the Property or are placed by an Owner to advertise the sale or lease of such Owner's lot. The Architectural Committee may set reasonable standards for the same.
- 3.05 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.
- 3.06 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.
- 3.07 Construction of Improvements. No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Architectural Committee.
- 3.08 Repair of Buildings. All Improvements upon any portion of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.
- 3.09 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Committee, to the extent such altered appearance is within public view.
- 3.11 Driveway. The Architectural Committee shall have the right to impose reasonable limitations on driveway design, including materials, aprons, location and point of contact with the Private Joint Access Driveways within the Property.
- 3.12 Mailbox. At Declarant's option, mailboxes may be centrally located at a station on the Property as determined by Declarant or each lot may receive mail at individually owned and maintained mailboxes, in cooperation with the U.S. Postal Service. If central delivery is provided, Declarant shall erect or have erected upon in the Common Area a mail station which shall be maintained by the Association.
- 3.13 Garbage Containers. The Architectural Committee shall have the right to require each Owner to specify a specific location for trash service and to require each Owner to construct a permanent facility at such location for the placement of garbage containers for collection purposes. Such permanent structure shall be constructed according to plans and specifications approved or mandated by the Architectural Committee.
- 3.14 Tanks. The Architectural Committee shall have the right to approve the location of any tank used or proposed for use in connection with a single family residential structure, including, but not limited to, tanks for storage of fuel, water, oil or gas and including swimming pool filter tanks. No elevated tanks of any kind shall be erected, placed or permitted on any Lot. All tanks shall be above ground but shall be screened so as not to be visible from any other portion of the Property.

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3.15 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Committee.

3.16 Drainage. There shall be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

3.17 Hazardous Activities. No activities shall be conducted on the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limited the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed fireplaces, or on contained units while attended and in use for cooking purposes.

3.18 Temporary Structures. No tent, shack, mobile home, trailer, or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Declarant, such approval to include the nature, size, duration and location of such structure.

3.19 Unightly Articles: Vehicles. No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Trailers, graders, trucks larger than three-quarter ton, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, and garden maintenance equipment shall at all times, except when in actual use, be kept in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage or carport space (where such carports are enclosed on three sides), as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on the Private Joint Access Driveways within the Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

3.20 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or Patterson Road or the Private Joint Access Driveway.

3.21 Fences, Hedges and Walls. All fencing constructed adjacent and parallel to Patterson Road and the Private Joint Access Driveways, whether such fencing is located on private or public rights of way or access easement, shall be built in accordance with specifications issued by the Architectural Committee. All other fencing on the Property must be constructed of ornamental iron, wood or masonry and shall not exceed eight (8) feet in height and the construction of fences, hedges and walls not built in accordance with the specifications issued by the Architectural Committee, shall be subject to the review and written consent of the Architectural Committee. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence or wall, or specify the materials of which any such proposed structure must be constructed, or require that any such proposed structure be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

3.22 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. Each Lot Owner is limited to a maximum of three (3) adult dogs and three (3) adult domestic cats and under no circumstance shall commercial breeding of animals be permitted. The breed of dog commonly known as "Pit Bull" is expressly prohibited on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Frequent and sustained periods of barking is considered a nuisance. No domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. If animals are kept within kennels or enclosed areas, such kennels or enclosed areas must be kept clean, sanitary and reasonably free of refuse, insects and waste at all times. Such kennels or enclosed area shall be constructed in accordance with plans approved by the Architectural Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof and shall be screened so as not to be visible from any other portion of the Property.

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3.23 **Motorized Recreational Vehicles.** The use of motorized recreational vehicles such as motorcycles, motorscooters, minibikes, 3 and 4 wheel all purpose vehicles (APVs), go carts and other similar types of vehicles shall be prohibited from use on the Private Joint Access Driveways. In the event any of the above vehicles are used as a primary means of transportation then the use shall be limited to ordinary and customary ingress and egress to the property.

3.24 **Maintenance of Lawns and Plantings.** Each Owner shall keep all shrubs, trees, grass and other plantings which are planted, excluding existing natural vegetation, on the Owner's Lot cultivated, pruned, and free of trash and other unsightly material, provided such shrubs, trees, and grass are visible from other portions of the Property. The Association shall have the right, at any reasonable time, to enter upon any Lot to replace, maintain and cultivate shrubs, trees, grass or other plantings located thereon which are visible from other portions of the Property, and to charge the cost thereof to the Owner of the Lot as provided in Section 5.04(E) hereof.

3.25 **Use of Natural Vegetation.** It is the desire and stated intent of the Declarant that plant materials indigenous or naturalized to the local area be used as extensively as possible and that the use of imported shrubs, trees and grasses be minimized.

3.26 **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable period of such construction. No construction activities, including deliveries and dumpster pickup, shall occur before 7:00 am nor after 8:00 pm. The Architectural Committee shall have the right to require contractors, or Owners on behalf of contractors, to place a reasonable deposit with the Association or the Architectural Committee to insure that damage to Common Property caused in whole or in part during construction is satisfactorily corrected.

3.27 **Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth, or for any mineral development or production activities at any time. The drilling of water wells which are limited to domestic and agricultural use is permitted.

3.28 **Compliance with Provisions of Restrictions.** Each Owner shall comply strictly with the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or by an aggrieved Owner. To the extent any prior approval is required under this Declaration from Declarant, the Board, the Association, or the Architectural Committee, such prior approval will not be unreasonably withheld.

3.29 **No Warranty of Enforceability.** Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent; however, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless with respect thereto.

3.30 **Protection of Trees.** No tree with a circumference larger than twenty eight (28) inches may be removed from the Property or destroyed without the prior written consent of the Architectural Committee. No tree with a circumference sixty (60) inches or larger may be removed from the Property or destroyed. For the purpose of determining the size of the tree, the circumference will be measured one foot above the average natural level of the ground at the base of the tree, and the Architectural Committee ruling on the circumference of any tree is final and binding on all parties. No concrete, asphalt, or impervious cover of any kind shall be placed within the drip line of any tree twenty eight (28) inches or larger in circumference without the prior written consent of the Architectural Committee. The drip line is defined as the line on the ground directly below the farthest extremities of the branches of the tree. The Architectural Committee's determination of the location of the drip line shall be final and binding on all parties.

#### ARTICLE IV RESIDENTIAL RESTRICTIONS

4.01 **Residential Use.** Except as otherwise expressly provided for herein, all Lots shall be improved and used for single family residential use, inclusive of such other Improvements as are necessary or customarily incident to residential use. Single family residential use as defined herein shall include immediate family members, siblings, cousins, grandparents, great grandparents, and domestic employees. No Improvement may be constructed on any Lot which would unreasonably obstruct the view from other portions of the Property, and the positioning of all Improvements upon Lots within the Properties hereby expressly made subject to Architectural Committee review. The Architectural Committee may, but shall not be required to, prevent or allow the construction of a proposed Improvement based upon the effect it will have upon the view from any particular Lot.

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The Architectural Committee may consider the effect any Improvement will have on the Property as a whole, it being expressly understood that neither the Architectural Committee nor the members thereof shall be liable to any Owner in monetary damages or otherwise due to the construction of any Improvement within the Property or the creating thereby of an obstruction to the view from such Owner's Lot or Lots.

4.02 **Building Height.** No Improvement greater than forty (40) feet in height may be constructed on any Lot without the prior written approval of the Architectural Committee. For purposes of this paragraph, height shall be measured from the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement.

4.03 **Building Materials: Dwelling Size.** All single family dwellings shall contain not less than 3,000 square feet of enclosed living space, exclusive of porches (open or covered), decks, garages and carports. All single family dwellings shall be of recognized standard construction quality, and shall be all (100%) masonry construction, exclusive of roof, eaves, soffits, windows and trim, or other material specifically approved in writing by the Architectural Committee. Masonry material and construction detailing may not be identical in appearance to an adjoining property. All window and door units shall be of wood construction and permitted roofing materials include shake shingles, concrete tile, clay tile, standing seam metal roof, and slate. Highly reflective roofing material and composition shingles are not permitted.

4.04 **Construction Standards.** All construction must conform to plans and specifications approved in writing by the Architectural Committee. The criteria considered by the Architectural Committee may include, but shall not be limited to, whether the Plans and Specifications demonstrate that the improvement proposed would preserve the quality and atmosphere of the Property and not detract from the view or value of adjacent Lots. Once commenced, construction shall be diligently pursued to completion in order that Improvements not be left in a partially finished condition any longer than is reasonably necessary and in no event shall construction exceed eighteen (18) months.

4.05 **Construction in Place.** All dwellings constructed on the Property shall be built in place on the Lot. No preconstructed, prefabricated or existing building or structure may be moved onto any portion of the Property without the prior written approval of the Architectural Committee.

4.06 **Set-back Requirements.** No building shall be located or erected nearer than fifty (50) feet to the Private Joint-Access Driveways. No building shall be located nearer than fifty (50) feet to any interior side Lot lines. No building shall be located nearer than ten (10) feet from any rear Lot line. When there is a question about whether the rear set back is applicable to a Lot, the decision of the Architectural Committee shall be final. In no event shall any building or structure of any kind be located or erected outside of the building lines shown on the Plat of the Subdivision.

4.07 **Rentals.** Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes only. Within ten (10) days after the execution of a lease for rental of any Lot and the Improvements thereon, the Owner shall give written notice thereof to the Board, which notice shall set forth the name(s) of the tenant(s) and the length of time the lease is in effect. All lease agreements shall be in writing and shall provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, Bylaws and Association Rules, as then existing and as may be amended or modified thereafter, and any failure by the tenant(s) to comply with the terms of such documents shall constitute a default under such lease. The Owner shall provide his tenant(s) with copies of the Declaration, Bylaws, and Association Rules at the time the lease is executed and shall also be responsible for his tenant(s)' compliance with the terms of such document.

4.08 **Landscaping.** Disturbed area on each Lot shall be restored with native grasses or sodded contemporaneously with the completion of Improvements on such Lot. Existing trees on each Lot shall be preserved to the extent practicable. The use of grasses which have low water requirement characteristics such as Buffalo Prairie and Oasis 609 grasses is strongly encouraged and when used permanent in-ground irrigation is not required. All other lawn grasses shall irrigated on a regular basis with a permanent, automatic, in-ground sprinkler system.

4.09 **Other Uses.** Nothing in this Declaration shall prevent any Owner from maintaining a home office or business enterprise provided no activity related to such home office or business enterprise involves receiving clients, customers, or suppliers at such Owner's Lot or involves activities which are not screened from public view or otherwise violate the provisions of this Declaration.

ARTICLE V  
RENAISSANCE PARK HOMEOWNERS ASSOCIATION

5.01 **Organization.** Declarant shall, at any such time as Declarant deems appropriate, cause the formation and incorporation of the Association. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

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5.02 **Membership.** Any person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to the said property interest.

5.03 **Voting Rights.** The right to cast votes, and the number of votes which may be cast for election of members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows:

(A) The Owner (including Declarant) of each Lot within the Property shall have one vote for each Lot so owned.

(B) In addition to the votes to which they are entitled by reason of Subsection (A) of this Section, for every one vote outstanding in favor of any other person or entity, Declarant or Assigns shall have two (2) votes until the earlier of: (i) the date on which Declarant delegates this right to the Board by written instrument, or (ii) December 31, 2010. Thereafter Declarant shall have only the votes, if any, to which it is entitled under said Subparagraph (A) of this Section 5.03.

(C) Any property interest held jointly or in common by more than one person, which entitles the Owners to vote as provided herein, shall require that the Owners designate in writing the person entitled to cast the vote(s), and no other person shall be authorized to vote in behalf of such property interest. A copy of such written designation shall be filed with the Board of Directors before any such vote may be cast, and if not filed, such vote(s) shall neither be cast nor counted for any purpose whatsoever.

5.04 **Powers and Authority of the Association.** The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which 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 Association and the Board, acting on behalf of the Association, shall have the power and authority at all times to carry out the following duties and obligations:

(A) **Association Rules and Bylaws.** To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(B) **Insurance.** To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.

(C) **Records.** To keep books and records of the Association's affairs.

(D) **Assessments.** To levy assessments as provided in Article VII below.

(E) **Right of Entry and Enforcement.** To enter at any time during an emergency, or if not during an emergency, after written notice, and an opportunity to cure as more particularly described below, without being liable to any Owner or other person, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility as required by the Restrictions, and the expense incurred by the Association in connection with the entry upon any such Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be alien upon the Lot entered upon and Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special 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 the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; 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. As used herein the term "emergency" shall mean a situation which if not immediately remedied and corrected will result in injury to a person or persons or which will result in significant property damage to be determined by the Association's reasonable judgement. Notwithstanding anything herein to the contrary, neither the Association or the Board, or any person or entity acting on their behalf, shall have the right to enter upon any Lot in a non-emergency situation for any of the purposes described above until at least thirty (30) days after the Owner has been given written notice of the violation of the particular Restriction or Restrictions and such violation has not been corrected; provided, however, if such violation cannot be corrected within such thirty (30) day period, the period for Owner to correct such violation shall be extended as reasonably necessary so long as Owner commences such corrective action within the specified thirty (30) day period and proceeds continuously with due diligence and in good faith to correct such violation.

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

(G) Maintenance of Common Property. To accept, own, protect, preserve, and maintain all Common Property which may be conveyed or leased to it by Declarant or any third party and to accept, own operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant or by other with Declarant's consent, to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association, and to pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association.

(H) Taxes. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(I) Management Service. To retain and pay for the services of a person or entity (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 Association and 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.

(J) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, for the purpose of operating and maintaining any Common Area or providing any service or performing any function. Notwithstanding anything herein to the contrary, any contracts entered into by the Board or Association with the Declarant shall be at rates and terms which are competitive and consistent with the rates and terms for comparable goods and services provided in the surrounding area.

5.05 Maintenance. The Association shall maintain the Common Property and other improvements, if any, within the Property which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape, maintain and repair easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, access gate, lighting, irrigation and other areas of the Property, as appropriate.

5.06 Indemnification. 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 or she is or was a director, officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or with respect to any criminal action or proceeding, had no reasonable cause to believe his or her 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 he or she reasonably believed to be in, or in a manner which was not in the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.

#### ARTICLE VI ARCHITECTURAL COMMITTEE

6.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) voting members ("Voting Members") and of such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Board deems appropriate.

6.02 Action by Architectural Committee. Items presented to the Architectural Committee shall be decided by a majority vote of the Voting members.

6.03 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.04 Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

6.05 Declarant's Rights of Appointment. Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee until the earlier of: (i) the date on which Declarant delegates this right to the Board by written instrument, or (ii) December 31, 2010. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Committee.

6.06 Adoption of Rules. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties,

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including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.07 **Review of Proposed Construction.** Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which, in its reasonable discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration, and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with the Plans and Specifications approved by the Architectural Committee. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper, including any information it may require relating to the question whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. No Improvement shall be allowed upon any Lot which would unreasonably obstruct the view from any other portion of the Property and no Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof, with respect to structural safety, engineering soundness, or conformance with building or other codes. Notwithstanding anything herein to the contrary, if the Architectural Committee fails to approve or disapprove Plans and Specifications of the Improvement or the proposals in question or to reject same as being inadequate within thirty (30) days after the submittal thereof, it shall be conclusively presumed that the Architectural Committee has approved such Plans and Specifications or such proposals in question.

6.08 **Actions of the Architectural Committee.** The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of the members of the Architectural Committee, taken without a meeting, shall constitute an act of the Architectural Committee.

6.09 **No Waiver of Future Approvals.** The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 **Work in Progress.** The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

6.11 **Nonliability of Architectural Committee Members.** Neither the Architectural Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the duties of the Architectural Committee or of the Board, respectively, under this Declaration unless due to the willful misconduct or bad faith of the Architectural Committee or its member or the Board or its member, as the case may be. Neither the Architectural Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property or the resultant obstruction of the view from such Owner's Lot or Lots.

6.12 **Address.** Plans and Specifications shall be submitted to the Architectural Committee in care of Renaissance Park HOA, Inc., at such address as may be designated from time to time by the Architectural Committee.

6.13 **Fees.** The Architectural Committee shall have the right to establish and collect its reasonable expenses for each set of Plans and Specifications submitted for its review.

6.14 **Certificate of Compliance.** Upon completion of any Improvement in accordance with Plans and Specifications approved by the Architectural Committee, the Owner of the Lot must submit a request in writing to the Architectural Committee that it inspect the Improvements for compliance; such inspection to be at the Owner's sole expense. If the Architectural Committee determines the Improvements are in compliance, it will issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and Improvements and the Plans and Specifications on file with the Architectural Committee. In the event the Architectural Committee fails to conduct such inspection and to reply within fifteen (15) days after receiving the written request to inspect, then the Architectural Committee shall be deemed to have approved the construction of the Improvements as being in compliance. If the Architectural Committee timely disapproves the construction of

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the Improvements and requires the correction of one or more deficiencies, the Owner may satisfy any such deficiencies within thirty (30) days. Upon receipt of the above described letter certifying that the deficiencies will be corrected, the Architectural Committee will issue a Conditional Certificate of Compliance in a form suitable for recordation. The Certificate shall not be construed to certify the acceptability or sufficiency of or to constitute the approval of the Architectural Committee to the actual construction of the Improvements or of the workmanship or materials thereof. Each Owner is hereby notified that such a Certificate of Compliance shall, except as set forth above, not warrant nor be deemed to warrant the sufficiency or acceptability of or to constitute approval by the Architectural Committee of the construction, workmanship, materials or equipment included in the Improvements.

#### ARTICLE V11 ASSESSMENTS

##### 7.01 Assessments.

(A) The Association may, from time to time, levy Assessments against each Lot within the Property, whether or not improved. The level of Assessments shall be equal and uniform between Lots.

(B) Each unpaid Assessment, together with interest, thereon and costs of collection of the Owner of the Lot against which the Assessment was levied, and shall become a vendor's lien against each lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article VII.

7.02 Maintenance Fund. The Board shall establish a maintenance fund into which all monies paid to the Association shall be deposited and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association shall be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

7.03 Regular Annual Assessment. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to the cost of maintenance of the Private Road, security gate, easements, the cost of enforcing the restrictions, the cost of providing a fund for contingences and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected pursuant to such levy prove inadequate for any reason, including nonpayment for any individual Assessments, the Association may, at any time and from time to time, levy further Assessments in the manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its reasonable discretion. Notwithstanding the foregoing, each Owner shall pay an Assessment to the Association at the rate of Seventy-Five Dollars (\$75.00) per month per Lot beginning on the first of the month following such Owner's acquisition of title to his Lot or Lots, which rate shall continue until changed by the Association as herein provided. The total amounts assessed by the Association against any Owner shall not exceed One Hundred Dollars (\$100.00) per month, unless approved by a majority of the Owners.

7.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever, in the Board's reasonable opinion, such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

7.05 Owner's Personal Obligation for Payment of Assessments. The regular and special Assessments levied with respect to each Lot provided for herein shall be the personal and individual debt of the Owner(s) of such Lot. No Owner is exempt from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof, or, if there is no such highest rate, then at the rate of two percent (2%) per month, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.06 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article VII which are not paid when due shall, together with interest as provided in Section 7.05 hereof and all costs of collection, including attorneys' fees as herein provided, thereupon become a continuing lien upon and charge against the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question. The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. The exercise of such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Travis County, Texas. The lien

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for payment of such Assessments shall attach with the priority set forth above from the date that such payment becomes delinquent and may be enforced by the foreclosure upon the defaulting Owner's Lot by the Association in like manner as the mortgage on real property, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not, the Owner shall be required to pay all costs, expenses, and reasonable attorneys' fees incurred. The Association shall have the power to bid on the Lot 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.

#### ARTICLE VIII COMMON PROPERTY

8.01 **Easements of Access.** Subject to the provisions of Sections 9.02 and 9.03 hereof, every member of the Association and every person or entity leasing property within the Property shall have a right and easement of access in and to the Common Property.

8.02 **Title to Common Property.** The Common Property shall be dedicated and conveyed to the Association which shall thereafter be responsible for the operation and maintenance.

8.03 **Extent of Easements.** The rights and easements of access created hereby shall be subject to all conditions, covenants and restrictions contained herein, including but not limited to the following:

(a) The right of the Association to prescribe rules and regulations for the use, enjoyment, and maintenance of the Common Property.

(b) The right of the Association to convey the Common Property, or any part thereof, provided such conveyance is approved by three-fourths (3/4's) of the total eligible votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and, is also approved by a majority of the members of the Travis County Commissioners Court, Travis County, Texas;

(c) The right of the Association to borrow money for the purpose of improving the Common Property, or any part thereof, and to mortgage the Common Property, or any part thereof; provided, however, any such mortgage on the Common Property shall be subordinate to the rights and easements of access provided herein unless otherwise approved by three-fourths (3/4's) of the total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Property, or any part thereof, against foreclosure;

8.04 **Damages.** Each member of the Association and each lessee of any portion of the Property shall be liable to the Association for any damage to property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If the property, the ownership or leasing of which entitles the member or lessee thereof to use Association property, is owned or leased jointly or in common, all of such joint or common owners or lessees shall be jointly and severally liable hereunder. The amount of such damage may be assessed against such person's or entity's real and personal property on or within the Property, including the leasehold estate of any lessee or the lessor of such lessee, and may be collected as provided herein for the collection of Assessments.

8.05 **Damage and Destruction.** In case of destruction of or damage to Association property by fire or casualty, the available insurance proceeds shall be paid to the Association, which shall contract to repair or rebuild the Association property so damaged. Should the insurance proceeds be insufficient to pay all of the costs of repairing or rebuilding the damaged property, the Association may levy a special assessment to recover any deficiency. If the Board determines not to rebuild any property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the members to consider such decision. If the members of the Association, by three-fourths (3/4's) of the votes cast at such meeting, elect to ratify such decision, the Board shall act accordingly; but if the members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed Common Property with payment therefor to be made as set forth in this Section.

#### ARTICLE IX EASEMENTS

9.01 **Reserved Easements.** All dedications, limitations, restrictions and reservations shown on the recorded Plats of portions of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on

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behalf of Declarant conveying any part of the Property. Declarant reserve the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property.

9.02 **Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this Section, no electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Committee.

9.03 **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow, as the contours of the land and the arrangement of Improvements approved by the Architectural Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Committee.

9.04 **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers; provided, however, trees with extremely large root systems should not be planted directly over any utility lines. Neither Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or any of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

#### ARTICLE X MISCELLANEOUS

10.01 **Term.** This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until December 31, 2036, unless amended as herein provided. After December 31, 2036, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by three-fourths (3/4's) of the Owners of the Lots within the Property then subject to this Declaration.

#### 10.02 **Amendment.**

(A) **By Declarant.** This Declaration may be amended by Declarant so long as Declarant holds at least a one-half (1/2) majority of the votes entitled to be cast pursuant to Section 5.03(A) hereof. No amendment by Declarant shall be effective until there has been recorded in the deed records of Travis County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Association certifying that Declarant had the requisite number of votes.

(B) **By Owners.** In addition to the method in Section 10.02, Subsection(A), this Declaration may be amended by the recording in the Travis County deed records of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by three-fourths (3/4's) Owners entitled to cast votes pursuant to Section 5.03 hereof.

10.03 **Notices.** Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.04 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

10.05 **Assignment by Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of their privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

#### 10.06 **Enforcement and Nonwaiver.**

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(A) **Right of Enforcement.** Except as otherwise provided herein, any Owner at his own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such rights of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(B) **Nonwaiver.** The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restriction.

(C) **Liens.** The Association shall have the right, when appropriate in its reasonable judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration in connection with such Lot or Improvement

10.07 **Construction.**

(A) **Restrictions Severable.** The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

IN WITNESS WHEREOF, Declarant, has executed this Declaration as of this the 26<sup>th</sup> day of June, 1996.

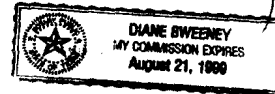
BY: BALL PARTNERS LTD.  
By: MCLS Partners, Inc. Its General Partner

By: [Signature]  
Charles E. Ball, President

THE STATE OF TEXAS  
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared Charles E. Ball, President of MCLS Partners, Inc., General Partner, BALL PARTNERS, LTD., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 26 day of June 1996.

AFTER RECORDING, RETURN TO: BALL PARTNERS, LTD.  
c/o Ball Resources, Inc.  
9442 Capital of Texas Highway North  
Plaza One, Suite 680  
Austin, TX. 78759



STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me; and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas, on

JUL 15 1996



[Signature]  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REDEPT# 460039150 TRANS# A9076 DEPT: REGULAR RECORDS 445.00  
CASHIER: BARRON FILE DATE: 7/15/96 TRANS DATE: 7/15/96  
PAID BY: CHECK # 2061

FILED  
96 JUL 15 PM 3:44  
DANA DEBEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS  
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