

**SECOND SUPPLEMENTAL DECLARATION  
AND  
SECOND AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR ELLIOTT RANCH**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS           §

This Second Supplemental Declaration and Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch (this "**Second Supplemental Declaration and Second Amendment**") is made to be effective the date set forth below by ROCKLEDGE, INC., a Texas corporation ("**Declarant**").

**RECITALS:**

A. By Amended and Restated Declaration of Covenants and Restrictions for Elliott Ranch recorded in Volume 1512, Page 913 of the Official Public Records of Hays County, Texas (the "**Original Declaration**"), Jim C. Elliott and Dalton G. Elliott, as Co-Independent Executors of the Estate of Roy C. Elliott, Deceased (the "**Original Declarant**"), imposed certain covenants, restrictions, charges, liens and easements upon certain real property in Hays County, Texas, known as Elliott Ranch, Phase One, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 8, Pages 283-287 of the Plat Records of Hays County, Texas, ("**Phase One**").

B. The Original Declaration has been amended by that certain First Amendment to Amended and Restated Declaration of Covenants and Restrictions for Elliott Ranch (the "First Amendment") recorded in Volume 1654, Page 864 of the Official Public Records of Hays County, Texas (the Original Declaration, as amended by the First Amendment, is herein referred to as the "**Declaration**").

C. Article 2, Section B of the Declaration provides that Declarant (as defined therein) has the right at any time and from time to time to bring within the scheme of the Declaration additional properties, and further has the right to supplement or modify the Declaration as may be appropriate for such additional property without the consent or approval of any other Owner of any Lot (as those terms are defined therein).

D. By First Supplemental Declaration of Covenants, Conditions and Restrictions for Elliott Ranch recorded as Document HC 9910956 in the Official Public Records of Hays County, Texas, the Original Declarant added to the scheme of the Declaration all of the lots in Elliott Ranch, Phase Two, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Book 8, Pages 324-334 of the Plat Records of Hays County, Texas, ("**Phase Two**") so that both Phase One and Phase Two are subject to and covered by the terms and provisions of the Declaration.

E. The Original Declarant sold and conveyed Phase One and Phase Two to Declarant herein, and by Assignment of Rights of Declarant under Declaration of Covenants, Conditions and Restrictions for Elliott Ranch recorded as Document HC 9928243 in the Official Public Records of Hays County, Texas, the Original Declarant assigned and transferred all of the rights of the "Declarant" under the Declaration to Declarant herein.

F. Declarant has caused to be platted Phase Three of the Elliott Ranch subdivision as more particularly described herein, and Declarant desires to bring such additional land within the scheme of the Declaration and to modify the Declaration as to said additional land as hereinafter set forth to enhance the attractiveness and desirability of the Lots in said additional land.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Addition to Property Subject to Declaration. The following tract of land (the "**Additional Land**") is hereby added to the property subject to and covered by the Declaration:

All lots in ELLIOTT RANCH, PHASE THREE, a subdivision in Hays County, Texas, according to the map or plat thereof recorded as Document No. Vol. 10 pg. 315-320 in the Plat Records of Hays County, Texas.

2. Imposition and Amendment of the Declaration as to the Additional Land. The Additional Land shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, charges and liens as set forth in the Declaration, as amended by the First Amendment and as amended below, all of which are hereby imposed on the Additional Land and all of which are incorporated by this reference as if set forth in their entirety herein, and such covenants, restrictions, charges and liens shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in any portion of the Additional Land, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner of any of the Property that is now subject to and covered by the Declaration, as amended, including the Additional Land, or that may in the future be brought within the scheme of the Declaration, as amended by future Supplemental Declarations in accordance with the provisions of Article 2(b) of the Declaration, as amended, provided that as the same related to the Additional Land only, the terms and provisions of the Declaration are modified as follows:

(a) Article 3(f) of the Declaration is hereby amended to add the following thereto:

Notwithstanding the foregoing, no more than two horses shall be allowed on Lot 30 ("**Lot 30**"), Block B, ELLIOTT RANCH, PHASE THREE, a

subdivision in Hays County, Texas, according to the map or plat thereof recorded as Document No. Vol. 10 ps. 315-320 in the Plat Records of Hays County, Texas ("Elliott Ranch, Phase Three"). Any horse on Lot 30 must be kept within fenced-in areas which must be clean, sanitary and reasonably free of refuse, insects, and waste at all times. Any stable or enclosed structure and fenced-in area for any horse on Lot 30 shall be constructed in accordance with Plans and Specifications approved by the Committee, which shall be of reasonable design and construction to adequately contain any horse in accordance with the provisions hereof.

(b) The second sentence of Article 5, Section (a) of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

All garages shall open to the side or rear of the Lot and shall not face or open onto any Private Street, including but not limited to any and all garages located on corner Lots, which shall not face or open onto either of the adjacent Private Streets.

(c) The last sentence of Article 5, Section (c) of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

No two (2) story nor two and one-half (2 ½) story single family residential dwelling shall contain less than 2,500 square feet, exclusive of open porches and garages.

(d) Article 5, Section (d) of the Declaration is hereby deleted in its entirety, and the following is substituted in its place and stead thereof:

(d) Setback Requirements. No dwellings and other Improvements (other than driveways, walks, mailboxes, septic systems, and landscaping as provided herein) shall be constructed or permitted on any Lot within the building setbacks as designated on the plat of Elliott Ranch, Phase 3.

(e) Article 5, Section (e) of the Declaration is hereby deleted in its entirety, and the following is substituted in its place and stead thereof:

(e) Fences, Walls, and Hedges. No exterior fences, walls and hedges may be erected, placed, or altered on any Lot which extends beyond the front of the dwelling erected thereon toward the Private Street or any public street, road or highway on which the Lot is situated unless and until the Plans and Specifications showing the construction and

location of such walls, fences or hedges are submitted to the Committee and approved as to design, materials, and height; provided in no event shall such fences, walls or hedges be located closer than seventy-five (75') feet from the front Lot line on the Private Street or any public street, road or highway on which the Lot is located except those fences as approved by the Committee. All fences shall be ornamental iron, masonry, rock, wood or any combination thereof. No barbed wire, T-Bar post, hog wire, chicken wire or chain-link fences shall be permitted on any Lot, except as approved by the Committee.

(f) The last sentence of Article 5, Section (f) of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

A substitute for the masonry requirements of certain select cedar, redwood, or other materials may be submitted to the Committee for <sup>ND</sup> approval.

(g) The last sentence of Article 5, Section (o) of the Declaration is hereby deleted in its entirety, and the following is substituted in the place and stead thereof:

No exterior lighting shall be installed or maintained that is found to be objectionable, and upon notice that the Committee has determined that such lighting is objectionable, such lighting shall be removed or modified in such manner so that it is no longer objectionable to surrounding owners.

(h) Article 5, Section (p) of the Declaration is hereby deleted in its entirety, and the following is substituted in its place and stead thereof:

(p) Landscaping. All Owners shall submit a landscaping plan as part of the Plans and Specifications. It is intended that all landscaping shall recognize, utilize and supplement the existing landscape and visual resources by retaining the natural character of the Property, and that all landscaping introduced shall be viable, of a consistent quality, and provide for visual harmony through color and textural variety. Native landscaping and drought tolerant plant species should be used to the maximum extent reasonably practicable. Landscaping shall not be placed in any drainage easement or buffer area that will change the direction or flow of drainage within the easement or that may obstruct or retard the flow of stormwater runoff or drainage to or through such easement, or that would inhibit the maintenance of such drainage easement. Existing trees in excess of eight (8") inches in diameter measured three (3') feet from natural grade shall be preserved and protected to the maximum extent reasonably

possible. All Owners shall be required to landscape all areas that are disturbed by any construction on the Lot; the yard area between the dwelling and the Private Street or public street, road or highway on which the Lot is located, the back and side yards but not to exceed seventy-five (75') feet from the dwelling, and adjacent to the foundations of all buildings and structures located on the Lot. Trees, shrubs, ground covers, seasonal color and turf grass shall be used in these areas to achieve the landscape intent of this Declaration. Either permanent turf grass or Winter Rye shall be considered a temporary measure to reduce soil erosion through the winter season. It shall be completely replaced with turf grass according to the approved landscape plan by May 1 of the following year. Trees, shrubs and turf areas (as provided above) shall be planted by the Owner or builder prior to the occupancy of any residence constructed on a Lot, the season notwithstanding.

(i) Article 5 of the Declaration is hereby amended to add the following as Section (q) thereto:

(q) Mailboxes. All mailboxes on the Lots shall be set back from the edge of the street pavement a minimum of eighteen inches (18"), and a concrete pad shall be placed between the mailbox and the street pavement extending from the mailbox to the driveway.

3. Except as expressly amended hereby, the terms and provisions of the Declaration, as amended by the First Amendment, shall continue in full force and effect, and the same are hereby confirmed, ratified and approved, provided that as the same relate to the Additional Land, the terms and provisions of the Declaration, as amended by the First Amendment, are amended as set forth in this Second Supplemental Declaration and Second Amendment.

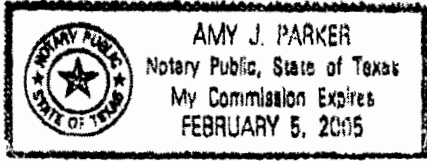
EXECUTED by Declarant to be effective the 7 day of August, 2002.

ROCKLEDGE, INC.

By: Leon A. Whitney  
Leon A. Whitney, President

THE STATE OF TEXAS           §  
   §  
COUNTY OF Travis           §

This instrument was acknowledged before me on this the 7 day of August, 2002, by Leon A. Whitney, President of ROCKLEDGE, INC., a Texas corporation, on behalf of said corporation.



*Amy J. Parker*  
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Notary Public, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

**R. Alan Haywood, Esq.  
Graves, Dougherty, Hearon & Moody, P.C.  
Post Office Box 98  
Austin, Texas 78767**

JOINDER OF MORTGAGEE

The undersigned ("Mortgagee"), being the present legal and equitable owner and holder of a deed of trust lien against the real property on which the Property (as defined above) is located pursuant to that certain Deed of Trust dated June 26, 2002, executed by ROCKLEDGE, Inc., a Texas corporation ("GRANTOR") and recorded as Document No. 02017497 of the Official Records of Hays County, Texas (as the same may have heretofore been amended, the "Deed of Trust"), does hereby join in the execution of this Second Supplemental Declaration and Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch for the limited purpose of confirming Mortgagee's agreement that (a) the execution by Developer of this Second Supplemental Declaration and Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch will not constitute a default under the Deed of Trust, or any of the other collateral documents evidencing or securing the indebtedness secured by the Deed of Trust (collectively, the Deed of Trust and such other documents, if any, are referred to herein as the "Security Documents"), and (b) the liens, security interests, assignments and/or other encumbrances effectuated by the Security Documents shall, as to any interest in real property covered by the Security Documents and now or hereinafter considered to be a part of the Property as defined in this Second Supplemental Declaration and Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch, in all things be subordinate and inferior to the restrictions, easements, rights and privileges granted by this Second Supplemental Declaration and Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch and the terms, provisions, covenants and conditions set forth herein.

COMPASS BANK

By: [Signature]  
Bob J. Watson, Senior Vice President

STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 7 day of August, 2002, by Bob J. Watson, Senior Vice President of COMPASS BANK, a national banking association, on behalf of said national banking association.

Notary Public, State of Texas

After recording return to:

[Signature]

