

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS               §

This Third Supplemental Declaration and Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch (this "Third Supplemental Declaration and Third 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 recorded in Volume 1654, Page 864 of the Official Public Records of Hays County, Texas (the Original Declaration, as amended by said 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. By Second Supplemental Declaration and Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elliott Ranch recorded in Volume 2047, Page 364 of the Official Public Records of Hays County, Texas, the Declarant added to the scheme of the Declaration all of the lots in Elliott Ranch, Phase Three, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 10, Pages 315-320 of the Plat Records of Hays County, Texas, ("**Phase Three**") so that Phase Three is now also subject to and covered by the terms and provisions of the Declaration as amended with respect to Phase Three by said Second Supplemental Declaration.

G. Declarant has caused to be platted Phase Four 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 FOUR, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Plat Book 2629, Pages 13 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

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

(a) Dwelling Types and Garages. No dwelling shall be erected, altered, placed or permitted on any Lot within Elliott Ranch, Phase Four other than one detached, single-family dwelling, and with a private garage for not less than three (3) cars and containing at least 600 square feet of floor area. 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; provided, garages located on Lot 12, Block A and Lot 1, Block B of Elliott Ranch, Phase Four may face or open onto the side street (but not the front street) for such two corner lots only. No carports shall be erected or permitted on any Lot without the express approval of the Committee.

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

(c) Dwelling Size. No one-story single-family residential dwelling, exclusive of open porches and garages, shall contain less than 2,500 square feet of floor area. No two (2) story nor two and one-half (2 ½) story single-family residential dwelling shall contain less than 2,800 square feet of floor area, exclusive of open porches and garages. All single-family residential dwellings containing less than 3,000 square feet shall be required to have covered porches and/or covered decks with a total of at least 150 square feet of floor area.

(c) Section (d) of Article 5 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 fences within the rear and side setbacks, but not within the front setbacks, and driveways, walks, mailboxes, septic systems and landscaping within all setbacks as provided herein) shall be constructed or permitted on any Lot within the building setbacks as designated on the plat of Elliott Ranch, Phase Four; provided, that

notwithstanding the front setback reflected on said plat, no dwellings and other Improvements (other than driveways, walks, mailboxes, septic systems, and landscaping as provided herein) shall be constructed or permitted on Lots 4 through 8, Block A; Lots 2, 3, 4 and 17, Block B and Lots 6,7,8, 16, 17 and 18, Block C of Elliott Ranch, Phase Four closer than one hundred (100) feet from the front property line of such Lots.

(d) Section (e) of Article 5 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 closer to the front Lot line on the Private Street or any public street, road or highway on which the Lot is situated than the rear corner of the single-family residential dwelling constructed on the Lot, unless otherwise approved by the Committee. In addition, for corner Lots, no exterior fences, walls and hedges may be erected, placed, or altered on any Lot closer than thirty (30) feet from the side Lot line on the Private Street or any public street, road or highway on which the Lot is situated, unless otherwise approved by the Committee. The Plans and Specifications showing the construction and location of such walls, fences or hedges shall be submitted to the Committee and approved as to design, materials, location and height. All fences shall be ornamental iron, steel or chain link or any combination thereof unless otherwise approved by the Committee. Stone columns may be placed between sections of a fence. No barbed wire, T-Bar post, hog wire, chicken wire, vinyl or wood fences shall be permitted on any Lot, except as approved by the Committee. If the Committee elects to approve the construction of a wood fence, the height of such fence shall be as determined by the Committee. Any permanent swimming pool, wading or reflection pond or permanent hot tub or spa shall be enclosed by a fence, wall or combination of fences, walls, gates, windows or doors that completely surround the pool in accordance with the standards prescribed in Section 757.003 and Section 757.004 of the Texas Health and Safety Code, as the same may be amended or replaced.

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

(f) Masonry Requirements. All single-family dwellings shall have a minimum of 100% of the exterior of all walls on the first story and a minimum of 100% of the exterior of the front and side walls of brick, stone or stucco construction. All chimneys located on the front

side of the highest roof ridge and any chimney that protrudes from any exterior wall shall be of brick, stone or stucco construction. In computing these percentages, (1) all gables shall be excluded from the total area of exterior walls; (2) all windows and door openings shall be excluded from the total area of the exterior walls; and (3) all chimneys protruding from any exterior wall shall be included in the total area of the exterior walls.

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

All driveways shall be constructed of concrete, brick or stone, and shall extend from the Private Street or any public street, road or highway on which the Lot is located to the garage, parking area or other structure to which the driveway provides access. No asphalt or gravel driveways shall be located on any Lot unless the Committee expressly approves a variance for such driveway.

(g) The last sentence of Section (o) of Article 5 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) Section (p) of Article 5 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. Notwithstanding anything contained herein, all Owners shall be required to landscape all areas that are disturbed by any construction on the Lot and the portion of the Lot 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. If Winter Rye is used as a temporary measure, it shall be completely replaced with turf grass according to the approved landscape plan by May 1 of the following year. Except as provided in a landscaping plan approved by the Committee, or if a landscaping plan is not included in the Plans and Specifications approved by the Committee, the Owners of the Lot shall be required to install permanent turf grass and sod all of the yard area between the dwelling and the Private Street or public street, road or highway on which the Lot is located and all of side yards. 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 unless the Committee approves otherwise.

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

(r) Propane and Fuel Tanks. Any bulk propane or other fuel tank shall be located underground unless otherwise approved by the Committee based on location, screening or other conditions as the Committee may determine to be appropriate.

3. Except as expressly amended hereby, the terms and provisions of the Declaration, as previously amended, 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 previously amended, are amended as set forth in this Third Supplemental Declaration and Third Amendment.

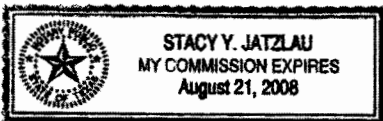
EXECUTED by Declarant to be effective the 8 day of ~~January~~ <sup>FEBRUARY</sup>, 2005.

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 8<sup>th</sup> day of ~~January~~ <sup>February</sup>, 2005, by Leon A. Whitney, President of ROCKLEDGE, INC., a Texas corporation, on behalf of said corporation.



Stacy Y. Jatzlau  
Notary Public, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

**R. Alan Haywood, Esq.  
Graves, Dougherty, Heaton & Moody, P.C.  
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