

**RESTATED AND AMENDED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR**  
**SUNDANCE RANCH**

THIS DECLARATION governs all Lots within the Sundance Ranch, Sundance Ranch North and Sundance Ranch North Section II (each, individually, a Subdivision) in Williamson County, Texas. This Declaration amends and supersedes the Declarations recorded as documents 9702055 (Sundance Ranch), 9815658 (Sundance Ranch North), and 9922681 (Sundance Ranch North, Section II), all of the Official Records, Williamson County, Texas, and all amendments thereto.

**I. DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases shall have the meaning hereinafter specified:

1.01 **“Articles”** means the Articles of Incorporation (corporate charter) of the Association.

1.02 **“Assessment”** means any assessment levied by the Association under the terms and provisions of this Declaration.

1.03 **“Association”** means the Liberty Hill, Sundance Ranch POA, Inc., a Texas nonprofit corporation, formerly known as the Sundance Ranch Property Owners Association, Inc.

1.04 The **“Board”** or **“Board of Directors”** means the Board of Directors of the Association.

1.05 **“Bylaws”** means the Bylaws of the Association, as adopted by the Board and as from time to time amended.

1.06 **“Declaration”** refers to the present instrument, as it may be amended from time to time.

1.07 **“Lot”** means any parcel of land within the Property shown as a subdivided Lot on a plat of part or all of the Property (defined in section 1.10), together with all improvements located thereon.

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1.08 **“Owner”** means any person holding a fee simple interest in any portion of the Property (defined in section 1.10); a mortgagee is not an Owner.

1.09 **“Private Roadway”** means a private road shown on the recorded plats of the Property (defined in section 1.10).

1.10 The **“Property”** means all of the land (and improvements thereon) described as Sundance Ranch, Sundance Ranch North, and Sundance Ranch North Section II, located in Williamson County, Texas, according to plats filed in Cabinet O, Slide 55-58; Cabinet P, Slide 274-278; and Cabinet R, Slide 7-11; all of the Official Records of Williamson County, Texas, and all amendments thereto.

## **II. GENERAL PROVISIONS AND RESTRICTIONS**

2.01 **Nuisance and Hazardous Activities.** No activities shall be conducted on the Property and no improvements shall be constructed or allowed to remain on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, (a) no firearms shall be discharged upon any part of the Property, (b) no explosives shall be kept or used on any part of the Property (other than in the ordinary course of construction of improvements thereon), (c) no open fires shall be lighted or permitted except under carefully monitored and controlled circumstances, and (d) no toxic substances shall be dumped or discharged onto or into any part of the Property. Nothing shall be done or kept on the Property which would materially increase the rates of insurance or cause the cancellation of insurance on any Lot or any of the improvements located thereon.

2.02 **Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring/exploring for, or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

2.03 **Temporary Structures.** No temporary or portable structure/building shall be placed upon the Property without the prior written approval of **the Board of Directors**. Temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction of **the residence on a Lot** may be maintained for a **maximum of six months**.

2.04 **Subdivision.** No Lot may be subdivided unless the following conditions are met: (a) the Association Board consents thereto in writing; (b) each resulting Lot must have a surface area of at least 5 acres; (c) the configuration of each resulting Lot must be essentially rectangular, unless a different configuration is

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1.11 “Pre-payoff” means prior to payment in full of the first lien indebtedness owed by Declarant to Master Lienholder and secured by the Property (defined in section 1.07). ¶

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justified by and consistent with prudent land development practices; (d) the depth of each resulting Lot must be no greater than twice said Lot's road frontage; (e) a replat is approved by the Commissioners Court of Williamson County at the expense of applicant and recorded in the Public Records; (f) each resulting Lot will be separately and independently subject to the Road Maintenance Fee and assessments; and (g) the water supplier (presently Chisholm Trail Special Utility District) confirms in writing that there is excess water capacity available for an additional Lot not included in the original plat.

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2.05 Sanitary Sewers. No outside, open or pit type toilets will be permitted on the Property. All dwellings constructed on the Property must, prior to occupancy, have a fully operational septic or sewage disposal system that complies with the requirements of all appropriate governing agencies.

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### III. USE AND CONSTRUCTION RESTRICTIONS

3.01 Residential Subdivision. Except as expressly provided in this Declaration to the contrary, each Lot will (a) be used exclusively for single-family residential purposes and (b) contain only structures and improvements that are compatible with and generally found in single-family residential subdivisions. No more than one primary residence and one guest house may be constructed on each Lot.

3.02 Motif: Building Materials; Dwelling Size. All buildings upon the Lots shall be of traditional design/appearance and quality construction and shall be constructed of approved building materials. "Approved building materials" for exterior walls include brick, stone, stucco (masonry), wood, wood siding or wood facsimile like Hardi Plank™. Log cabin type construction is also permissible. Reflective metal or corrugated metal is not a permissible exterior wall covering. Each primary residential structure shall contain not less than 1,800 square feet for single level floor plans and 2,000 square feet for two story floor plans of finished heated and air-conditioned living space, exclusive of porches (open or covered), decks, garages and carports. Each primary residential structure shall have at least 25% of its exterior walls constructed of masonry materials unless the structure is composed of all log walls. 100% Hardi Plank™ siding or comparable products approved by the Association in writing shall qualify for masonry requirements. If any building is set on blocks or piers, it shall have a full coverage outside perimeter skirt of brick, rock or concrete on all sides of the building. A guest house/servants quarters having no more than 1,000 square feet of finished living space, located to the rear of the primary residence, will be permitted on each Lot. The exterior design, construction, and overall appearance of the primary residence and of any guest house must be single-family residential.

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3.02.1 Barns and Out-Buildings. All barns and other non-residential buildings (except greenhouses) that are ancillary to the primary residence (hereinafter called out-buildings) must be constructed in a design that (a) complements the primary residence or (b) has a traditional barn style appearance. The out-building design, size, location, color and exterior siding and roofing materials must be approved in writing by the Board of Directors before construction begins; and the Board may withhold approval in its reasonable discretion. Metal buildings must be constructed of new, factory-painted/finished materials. All metal siding must be a minimum of 29-gauge metal, and be a color approved by the Board; shiny or reflective surfaces and corrugated metal are strongly discouraged and are unlikely to be approved. All out-buildings must be site-built and be no less than 500 square feet in area (length times width), unless a different size is expressly approved by the Board. The location must conform to all setback and easement requirements, and structures should not obstruct the primary view of any adjoining Lot owner.

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3.02.2 Greenhouses. A greenhouse shall be deemed to be constructed of an approved building material only if it consists of new, factory designed and assembled materials. The design, size, location, color, and exterior siding and roofing materials must be approved in writing by the Board of Directors before construction begins; and the Board may withhold approval in its reasonable discretion. Shiny or reflective surfaces and non-permanent materials (such as plastic sheeting) are strongly discouraged and are unlikely to be approved. The greenhouse must be site-built, be no less than 50 square feet and no more than 300 square feet in area (length times width), and have a height not to exceed 16 feet at the ridgeline (highest point of the roof) as measured from the natural grade at the base of the greenhouse. The location must conform to all setback and easement requirements, and should not obstruct the primary view of any adjoining Lot owner. No more than three greenhouses may be constructed on each Lot, and the combined square footage of all greenhouses on a Lot shall not exceed 900 square feet. Greenhouses must be used solely for recreational and personal purposes; use for commercial or business operations is prohibited.

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3.02.3 Garages and Carports. All detached garages and fully or partially enclosed carports must meet the same construction requirements as the primary residence, as set forth in this Article 3.

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3.02.4 Approved Building Materials. The Association's Board of Directors has the sole authority to determine whether a particular exterior building material is an approved building material within the meaning of this Article 3.

3.03 Business Activities. In-house business activity is permissible, provided that such activity is in no manner evident from the exterior by noise, smell, traffic, parking, changes in physical appearance, or other objective measures. Without

limitation, there will be no business usage which involves employee or customer parking of more than three vehicles at any given time, or exterior storage of identifiable inventory, equipment, or business vehicles. This Declaration does not prohibit occasional meetings with business associates in residences on Lots.

3.04 Setback Requirements, Utility Easements. No structure shall be located or erected nearer than (a) 75 feet to any Private Roadway Easement and (b) 50 feet to any adjoining Lot. If the Board determines that the setback distances from any front, rear or side is impractical due to topography, grade or other conditions, then the Board may grant a variance to the setback requirement. Fences may be built to the side and rear property lines and to the Private Roadway Easement line. An easement is expressly reserved in, on, over and through those portions of the Lots as shown on the plats of the Property for the purpose of constructing, installing and maintaining conduits, telephone and electric poles, water lines, cable and communications lines and other facilities or equipment necessary to supply any public or private utility service.

3.05 Maintenance. Each Owner shall keep all vegetation and landscaping that is on the Lot and visible from the abutting Private Roadway Easement cultivated, pruned, and free of trash and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained at the sole expense of the Owner of such Lot.

3.06 Litter, Rubbish and Debris. No litter, rubbish, debris, or trash (other than that to be picked up by a collection/disposal or recycling service) shall be kept or stored on any Lot; and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive or detrimental to any other nearby property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers; and except at times of pickup, such containers shall be kept to the rear of each residence. Any compost pile must be (a) properly maintained, (b) not visible from any Private Roadway, and (c) located no closer than 25 feet from any adjoining Lot. Trash is to be collected at least weekly and under no circumstance shall trash be disposed of through burning on any Lot, unless allowed by the Association.

3.07 Sports/Recreational Facilities. Basketball courts, tennis courts, swimming pools, play structures, and similar permanent or semi-permanent sports/recreational facilities must be located to the side or rear of the primary residence on a Lot.

3.08 Mobile Homes, Etc. No mobile homes, prefabricated, or manufactured housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, at any time.

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3.09 Storage Tanks, Antennae. Storage tanks (i.e. for water, propane, butane, etc.) and satellite dishes must be located behind the primary residence on a Lot and not be readily visible from the Private Roadway easement. Any towers for electromagnetic reception/transmission must be located no less than 25 feet and no more than 50 feet from the point on the Lot that is furthest from any abutting roadway easement.

3.10 Peripherals, Screening. Firewood piles, storage areas, mechanical equipment, clotheslines, and other peripherals must be located near the rear of the Lot and/or screened so that the same are not readily visible from the Private Roadway(s), abutting the Lot on which the same are located.

3.11 Noise. No extraordinarily loud 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 portion of the Property.

3.12 Livestock, Pets & Grazing. Permitted types of animals include horses, donkeys, mules, cows, sheep and goats. These animals will be allowed at a density of one animal per acre. No poultry or swine shall be permitted, nor shall any cattle feeding, fowl feeding or other feed lot or commercial operations expressly including commercial kennels. Open grazing of animals personally owned by any homeowner shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of grasses and forage and will not cause or materially contribute to soil erosion and/or damage to trees and shrubs. The owner of any animal shall be responsible for restricting the movement of animals to that owner's Lot or Lots. All stable, barn, grazing, and run areas must be kept sanitary and reasonably free of insects, refuse and waste at all times.

Any stables, barns or run areas must be constructed of materials similar in quality and appearance to the main residence, unless other materials are approved in writing by the Board. Common plywood is expressly prohibited as an exterior building material for barns or stables.

A maximum of four (4) dogs and/or cats will be allowed on any Lot and shall not be allowed to roam or run about at large.

3.13 Farming. Farming, including row crops, will be permitted, provided it is located at the back two thirds of the property. Orchards or vineyards may be located anywhere on the Lot.

3.14 Large Vehicles. No tractor-trailers, tow trucks, dump trucks or other large commercial-type vehicles or construction machinery or equipment shall be parked on any Lot at any time except temporarily while such vehicles are being

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used in the construction of improvements on the Lot. This prohibition does not apply to machinery such as tractors used in farm and ranch applications.

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3.15 Construction Activities. This Declaration shall not be construed so as to prevent or interfere unreasonably with normal construction activities during the construction of improvements by an Owner 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 normal 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 no event shall any structure be allowed to remain uncompleted for more than one year after construction has commenced. In addition, during construction of any structure, the contractor shall be required to keep adjoining roadway easements and thoroughfares free from debris and mud. In the event that construction upon any Lot does not conform to the requirements set forth above or otherwise does not conform to usual good construction practices in the area as determined by the Board in its sole good faith judgment, the Board shall have the authority to seek and obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which becomes unsanitary, unsightly, offensive or detrimental to the Lot or to any other portion of the Property, then the Board may arrange for such debris to be removed; and the Owner of the Lot shall be liable for all expenses incurred in connection therewith. In the event of default in the payment of such sums within thirty days after demand therefor has been made, the Owner of the Lot shall be obligated to pay interest at the highest lawful rate on all sums due hereunder, including reasonable attorneys' fees.

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3.16 Camping. No overnight camping will be permitted other than by the Owner(s) of a Lot and his/her family members or guests on an occasional (e.g. weekend) basis. No more than six persons may camp on a Lot at any given time.

3.17 Junked Motor Vehicles, Junk. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and license plate or a vehicle that appears inoperable. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or similar enclosed structure.

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3.18 Signs. No signs shall be erected or maintained on any Lot except the following types of signs:

- (a) Such signs as may be required by legal proceedings.

(b) During the time of construction of any building or other improvement, one (1) job identification sign not larger than three feet by four feet (3' X 4'), having a face area not larger than twelve (12) square feet.

(c) Not more than two (2) homeowner or ranch identification signs for a maximum combined total face area of twelve (12) square feet. Such signs are only allowed after completion of the primary residence.

(d) Two (2) "For Sale" signs to advertise that a Lot and improvements thereon are being offered for sale and having a face area not larger than three (3) square feet per side.

No signs of any character shall be of the "home made" variety, and all signs must be neat in appearance. No sign or banner of a derogatory nature will be allowed at any time. The Board shall have the right to enter any property to remove any non-conforming signs.

3.19 4-H, F.F.A. If any member of the household is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, or similar organization, then one animal per each such member (but not in excess of three) shall be permitted for the purposes of raising such animal for competition or as part of a club project. Provided however, that the animal shall be kept in a sightly pen or other enclosure and the Lot shall be kept clean and in a sanitary condition. Acceptable club animals include rabbits, cows, goats and sheep. No poultry, pigs or hogs will be permitted under any circumstances or programs. These animals may be considered in "addition to" the density requirements described in Section 3.12.

3.20 Sight Distance at Intersections. No fence, wall, hedge or vegetation which obstructs sight lines at elevations between two feet and six feet above the Private Roadways shall be placed or permitted to remain on any corner Lot.

3.21 Chisholm Trail Water Line, Water Supply. Each residence will be required to purchase water for all residential uses through the Chisholm Trail Special Utility District, or its successor, which has private easements for water lines in the Property. Private water wells may be dug for all non-human consumption uses (e.g. irrigation, livestock, lake maintenance and swimming pools). Any private wells will be encased and will be located no closer to Lot line than the required sanitary easement imposed by governmental authorities.

3.22 Private Roadways. The Association shall have the obligation to maintain, and levy and collect assessments for the maintenance of all internal Private Roadway easements located in the Property (collectively, the "Private Roadway Easements"), as those Private Roadway Easements are depicted on

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the final subdivision plats, and any entry gates or other devices controlling access (the "Entry Facilities") to the Private Roadway Easements. The Association shall levy assessments (Road Maintenance Fees) against each Lot adjoining or benefiting from the roads located on the Private Roadway Easements (the Private Roadways) for the cost of maintaining the Private Roadways, adjacent common areas and landscaping, and the Entry Facilities. The Private Roadway Easements have not been dedicated and are not maintained by Williamson County. Further, an express easement is hereby granted across the Private Roadways and any adjoining common areas for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, electrical and water utilities and cooperatives, solid and other waste material pick up and any other purpose any governmental authority deems necessary, and the Association does further agree that all government entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Roadways and adjoining common area as a result of governmental vehicles traversing over same.

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The Road Maintenance Fees shall be apportioned equally among Lot owners. Beginning January 1, 2006, the Road Maintenance Fee shall be three hundred fifty dollars (\$350.00) per Lot per calendar year. The Road Maintenance Fees shall be subject to adjustment by the vote of the Lot owners as provided in this Declaration to defray all maintenance and repair costs. To secure payment of such charges as levied on the individual Lots, there shall be reserved in each deed to a Lot (whether specifically stated therein or not), a vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted to and/or created for or at the instance of a valid purchase money lender to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot.

3.23 Land Clearing. In an effort to preserve the natural beauty and integrity of the Property, no Lot or tract shall be clear cut of all native foliage and/or vegetation. Xeriscaping is strongly recommended.

3.24 Water Run-off. Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water run-off to be diverted to any material degree across any other Lot or which causes flooding or erosion to any other Lot or to any Private Roadway or ditch.

3.25 Driveways - All Lots. Prior to commencement of any construction activity, each residential Lot shall have a driveway of concrete, asphalt, gravel, crushed limestone or other suitable, all-weather road base material obtained from a quarry, pit or commercial excavation site (common caliche road base material

is not acceptable). The Board shall have the authority to establish construction and materials standards for culverts, driveways, and aprons, and such standards shall have the force and effect of a rule adopted by the Board. Driveway crossings must be maintained so as not to impede water flow or divert it onto adjacent Lots or roads. Each Owner must maintain that Lot's culvert(s) for continued functionality and attractive appearance; and at no time shall the Owner allow a culvert to fall into a state of disrepair or lack of maintenance that impedes water flow through the culvert.

### 3.25.1 Driveways – Sundance Ranch

The driveway shall be completed and maintained for a distance of at least thirty (30) feet from the improved or paved portions of the Private Roadways. If any driveway crosses a bar ditch adjacent to a Private Roadway, the Lot Owner must install an appropriate culvert or drainage pipe so as not to impede or divert water flow.

### 3.25.2 Driveways - Sundance Ranch North and Sundance Ranch North Section II.

The driveway shall be completed and maintained from the improved or paved portions of the Private Roadway to the dwelling slab. Driveway material will be considered insufficient if vehicle tire tracks and/or mud are left on Private Roadways during wet periods. When a driveway crosses a bar ditch adjacent to a Private Roadway, a concrete "dip type" drive crossing will be required. When a driveway crosses a ditch fifteen (15) inches or more in depth, an appropriate sized culvert (no less than twelve (12) inches in diameter) must be installed under the drive pad, and the culvert must be set in concrete. The top of the drive pad/culvert installation must be either even with natural grade or dipped, and cannot be humped or elevated above the surrounding grade. A concrete apron must be installed on both sides to meet the edges of the culvert, and must be designed so as to prevent washout and present a neat appearance.

3.26 Motor Homes, Trailers and Boats. No bus, trailer, boat, recreational vehicle, motor home, or comparable vehicle or piece of equipment, shall be parked in the Private Roadway Easement at any time except for construction and repair equipment then being used in connection with the construction or repair of a residence. No such vehicle shall be parked on or near any part of the Property for more than three days during any 30-day period unless such vehicle belongs to an Owner and is stored (i.e., unoccupied) in a garage or enclosed carport or otherwise completely screened from view from the Private Roadways.

3.27 Bridle Paths and Pipeline Easement. The non-paved portions of the Private Roadway Easement and Seminole Pipeline easement may be enjoyed by all Owners as a Bridle Path. No Owner or other person shall be permitted to

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fence or obstruct any portion of any Bridle Path, and no building, fence or other structure shall be constructed or maintained on any portion of any Bridle Path. The Bridle Paths shall be maintained in as natural a state as possible. The Bridle Paths shall be used for the purpose of pedestrian walking or jogging and for riding horses, bicycles or similar activities. Except for equipment necessary for the construction, maintenance and repair of said paths, no motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on any Bridle Path.

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3.28 Lot Fencing. All fences or walls shall be wood, masonry, wrought iron, a horse fence constructed of hog wire or a minimum of 5-wire (smooth or barbed wire), or other material specifically approved by the Board. Chain link fences are acceptable only if they are vinyl-coated in an earthtone color and no more than four (4) feet in height. Notwithstanding the foregoing, fences fronting any Private Roadway Easement may not extend more than four (4) feet six (6) inches above ground level and must be constructed of wood (plastic fences that look like wood are acceptable), masonry, wrought iron, or slick wire. Barbed wire fences may not be used along any Private Roadway Easement. All wooden fences shall be constructed of cedar, redwood, or other material specifically approved by the Board. All fences shall be maintained in a fully repaired and presentable manner.

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3.29 Perimeter Fencing. The Owners of any and all tracts abutting or fronting the outboundary of the Property, including decorative front entry steel fencing, shall maintain the existing outboundary fence. Any opening for ingress and egress through the outboundary fence shall be provided at expense of Owner. If for any reason any outboundary fence is removed or not maintained sufficient to turn cattle, the Board of Directors retains the option to maintain, build or repair all outboundary fences. The Association, may elect to invoice the adjacent property Owner or Owners for these expenses.

3.30 Variances. Any variance or deviation from any of the aforementioned covenants and restrictions must be approved in writing by the Board of Directors.

3.31 Lake Shoreline. All Lots adjoining the lake (including, without limitation, Lots 124, 125, 126, 170, and 171) are subject to the following additional requirements:

(a) No dwelling may be constructed closer to the lake/pond shore than one hundred (100) feet; provided that if there is a dispute as to the proper shoreline, the Board shall, exercising reasonable discretion, determine the location of the shoreline.

(b) No boat docks will be allowed.

(c) No materials treated with creosote or other toxic material will be allowed in or on the lake/pond.

(d) No bulk heading of the shoreline will be allowed. All shorelines will be grassed and sloped into the lake/pond by the Owner of Lots adjoining the lake/pond. It will be the responsibility of each Owner with Lots adjoining any lake/pond to maintain the shoreline with good sod and keep the shoreline mowed.

(e) No pumping water out of lake for any purpose shall be allowed other than for fire emergencies.

#### **IV. THE ASSOCIATION**

4.01 Organization. The Association shall be a non-profit 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 and/or in this Declaration. Neither the articles nor bylaws shall for any reason be amended or otherwise changed or interpreted so as to be irreconcilably inconsistent with this Declaration.

4.02 Membership. Upon becoming an Owner of a Lot, a person shall automatically become a member of the Association. Membership in the Association is mandatory, appurtenant to, and shall run with the ownership of each Lot. Membership in the Association may not be severed from the ownership of a Lot or in any way transferred, pledged, mortgaged, or alienated except together with the fee simple title to said Lot.

4.03 Voting Rights. There shall be one vote for each Lot owned.

4.04 Powers and Duties of the Association. The Association shall have all powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such powers expressly set forth in this Declaration. The Association 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 powers granted to it by the laws of Texas or by this Declaration. Except where expressly provided to the contrary by this Declaration or by other applicable law, all management and decision making of the Association shall be vested in the Board. Without in any way limiting the generality of the three preceding sentences, the Association (acting through the Board) shall have the following powers and duties:

(a) Assessments and Collections. The Association shall levy and collect Assessments. In furtherance of its duty and authority to collect Assessments and other sums due the Association, the Board may establish payment policies, set due dates, impose and enforce penalties for late payment, and take all other lawful action necessary or appropriate for collection of Assessments and other sums owed to the Association.

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(b) Rules and Bylaws. The Association shall promulgate, amend, repeal and/or re-enact the Bylaws and such Rules not in conflict with this Declaration, as it deems proper, covering any and all aspects of its functions, including the use, occupancy, and preservation of Association property and enforcement of this Declaration. The Board may adopt Rules for the purpose of administering the Association and obtaining compliance by Owners and their family, guests, and tenants with the Declaration, the Bylaws, and the provisions of any other law or applicable rule.

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(c) Records. The Association shall keep books and records of the Association's affairs and make such books and records, together with current copies of the Restrictions, available for inspection by the Owners, and/or other properly interested persons upon reasonable request during normal business hours.

(d) Professional Services. The Association may retain and pay for legal, accounting, engineering, and other professional services necessary or proper in the operation of the Association.

(e) Contracts, Property Ownership. The Association may enter into contracts and may acquire, own, lease, and dispose of all manner of real and personal property on such terms as the Board shall in the exercise of good business judgment deem advisable.

(f) Change in Lot Lines and Utilities. The Board shall have the power to approve, on behalf of the Association, any replatting or relocation of lot lines or utilities for Lots per the guidelines set forth in Section 2.04.

(g) Enforcement. The Association shall have the power and authority, in its own name and on behalf of itself and the Owners, or in the name of and on behalf of any Owner who consents thereto, to commence, maintain, or defend legal actions to enforce or construe the Declaration, Rules, or Bylaws or to restrain and enjoin any breach or threatened breach of the Declaration, Rules, or Bylaws. The Association shall have the right to file and defend a suit for injunctive relief, damages, and/or other relief on behalf of the Association and/or the Owners. Relief recoverable includes, without limitation, removal or modification of any improvement constructed or modified in violation of the Declaration or without Board approval when the same is required. The Association is also authorized to settle claims, enforce liens, and take all other action that the Board deems necessary or reasonable and expedient to enforce the Declaration or Bylaws and/or to carry out the duties and powers of the Association set forth in the Declaration, Articles, Rules, or Bylaws.

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(h) Discretionary Enforcement. If an Owner, or other person with standing, complains of a violation of the Declaration or Bylaws and the Association

determines that the alleged violation is of such doubtful character and/or of such limited scope or impact as not to warrant the expenditure of Association resources, the Association may decline to undertake action to enforce such alleged violation and leave enforcement to the complaining party.

(i) Frivolous Complaints. The Association shall not be required to expend time or other resources on patently frivolous, unmeritorious, or harassing complaints/requests made by Owners or others, and the Association may recover all of its costs, including reasonable attorney's fees, for responding to or defending against such complaints/requests.

4.05 Rights and Remedies. The Association may enforce all rights and obligations now and/or hereafter imposed by the Declaration or the Bylaws by all lawful means, including without limitation the following:

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(a) Collection Charges. The Association may (1) impose late charges for late payment by an Owner of monies owed to the Association, and (2) assess a returned check charge against an Owner for each returned check until acceptable payment is received. These charges shall not exceed any maximum charge permitted under applicable law.

(b) Suspension of Rights. The voting rights of any Owner who is more than 60 days delinquent on any sum owed to the Association may be suspended during the period of delinquency. Any suspension of voting rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings, and all other meetings, but shall not extend to the right to give or withhold consent to amendments to the Declaration.

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(c) Notices to Multiple Owners, Tenants, Mortgagees. Notice to or from one of multiple Owners or tenants of a Lot shall be deemed a notice to or from all Owners or tenants of that Lot.

(d) Attorney's Fees. If a delinquent account or other violation is turned over to the Association's attorney, the delinquent Owner shall be liable for all attorney's fees incurred by the Association in collecting the account, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration and Bylaws. All such sums shall be a continuing lien and charge upon the delinquent Owner's Lot(s), as well as the personal obligation of said Owner, and this obligation may be enforced in the same manner and to the same extent as provided herein for Assessments.

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4.06 Rules and Policies. The Board of Directors shall have wide latitude in adopting and implementing rules governing the appearance and use of Lots and in establishing policies for enforcement of the Declaration and Bylaws.

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**V. ASSESSMENTS**

5.01 Covenant to Pay Assessments. In addition to the Road Maintenance Fees (as defined in Section 3.22 hereof), each Owner of a Lot hereby covenants to pay to the Association (a) Regular Assessments (as defined in Section 5.03 hereof); (b) Special Assessments (as defined in Section 5.04 hereof); and (c) late charges (as specified in Section 5.06 hereof) for each Lot that he/she owns. All such Assessments and charges shall be established and collected from time to time as herein provided. Each Owner further covenants to pay to the Association reasonable attorney's fees, costs, and expenses incurred in connection with collection of Assessments and Road Maintenance Fees.

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5.02 Purpose of Assessments. The Association shall set and levy Assessments, as needed, for the purposes of (a) promoting the comfort, health, safety, and welfare of the Owners, (b) enforcing and defending the Declaration and Bylaws, and (c) promoting the purposes of the Association as stated herein or as otherwise provided in the Articles or Bylaws. Prior to the beginning of each fiscal year, the Board shall adopt an annual budget to cover the proposed operating expenses of the Association.

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5.03 Regular Assessments. Regular Assessments ("Regular Assessments") shall be assessed as follows:

(a) Improved Lots. As of January 1, 2006, the Regular Assessment for each improved Lot was \$25, per calendar year. The Regular Assessment shall thereafter be adjusted by the Board as required to meet Association needs.

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(b) Due Date of Regular Assessments. Unless otherwise provided by the Board, Regular Assessments shall be due and payable to the Association in advance on or before the first day of January of each calendar year. A Regular Assessment will be considered delinquent if not paid within ten days from its due date. The Owner of a Lot is obligated to pay Regular Assessments regardless of whether the Owner actually receives a bill, invoice or other notice of any such Regular Assessment.

5.04 Special Assessments. In addition to the Regular Assessments authorized herein, the Association may, by vote of the Owners, levy Special Assessments ("Special Assessments") in order to carry out any of the purposes of the Association or otherwise to benefit the Association. The due date(s) and delinquent date(s) of any Special Assessment under this section shall be fixed by the resolution authorizing such Special Assessment.

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5.05 Vote Required for Special Assessment. The Special Assessments authorized by Section 5.04 hereof must be approved by two-thirds of the votes

cast in person or by proxy at a meeting called for such purpose at which a quorum is present. Written notice of such meeting must be given to all Owners at least 20 days in advance of the meeting, and the notice shall set forth the purpose of the meeting and the purpose and amount of the proposed Special Assessment.

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5.06 Late Charges and Collection Costs. If any Assessment, whether Regular or Special, or the Road Maintenance Fee, is not paid before becoming delinquent, the Owner responsible therefor may be required to pay a late charge at such rate as the Board may designate from time to time. Each Owner shall also be liable for payment of all costs and expenses, including returned check charges, reasonable attorney's fees, and recording fees incurred in collection of Assessments and/or other sums owed by the Owner to the Association. Said charges and fees shall constitute a lien on the Lot and be the personal obligation of the Owner; they shall be collectible in the same manner as herein provided for collection of Assessments. An Owner's non-receipt of a statement or other notice that Assessments are due shall not be a defense to the imposition of late charges and other costs of collection.

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5.07 Lot Consolidation, Replatting. No combination, consolidation, or replatting of Lots shall alter the Assessments due with regard to each original Lot involved unless the same involves extraordinary circumstances and receives the unanimous approval of the Board.

## VI. LIABILITY AND INDEMNITY

6.01 Liability of Association Representatives. Association directors, officers, employees, and committee members (collectively the Association Representatives) shall not be liable to any Owner or other person claiming by or through any Owner for any act or omission of such Association Representative in the performance of his/her Association duties unless such act or omission (a) is an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, (b) involves a transaction from which an Association Representative receives an improper personal benefit, whether or not the benefit resulted from an action taken within the scope of the Association Representative's office/position, or (c) is conduct for which the liability of the Association Representative is expressly imposed by a statute.

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6.02 Indemnification. The Association shall indemnify every past and present Association Representative from all claims, demands, actions and proceedings and all expenses associated therewith unless such indemnity would contravene the provisions of Section 6.01 of this Declaration. Such indemnification payments shall be a common expense. This indemnity shall extend to all expenses (including attorney's fees, judgments, fines, and amounts paid in settlement)

actually and reasonably incurred by such person in connection with such proceeding if it is found and determined by the Board or a court that such person (a) acted in good faith and in a manner which such person reasonably believed to be consistent with the best interests of the Association, or (b) with respect to any criminal action or proceeding, had no reasonable basis to believe such 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 breached the immediately preceding requirements. The Board may purchase and maintain insurance on behalf of any person who is or was an Association Representative against any claim asserted against or incurred by such person in any such capacity or status, whether or not the Association would have the power to indemnify such person against such liability. The premium for such insurance shall be treated as a common expense, and the Board of Directors is authorized and directed to modify the Association's corporate charter and Bylaws to the extent necessary to facilitate the purchase of such insurance.

6.03 Amendment of Liability and Indemnity Provisions. Notwithstanding any other provision in this Declaration, the Board may amend this Article 6, without the concurrence of the members or Mortgagees, in order to conform to changes in applicable law.

## VII. MISCELLANEOUS

7.01 Interpretation. This Declaration shall be liberally construed to promote its express and implicit purposes. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion. Unless the context requires a contrary construction, use of the singular, plural, and/or a designated gender shall be of no consequence in construing this Declaration. 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 sections hereof.

7.02 No Warranty of Enforceability. While the Association, has no reason to believe that any of the terms and provisions of this Declaration are in any respect invalid or unenforceable, the Association, makes no warranty or representation as to the present or future validity or enforceability of any such terms or provisions. Any Owner acquiring a Lot shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold the Association and its respective successors and assigns, harmless therefrom.

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7.03 Compliance with Declaration. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply with any part of this Declaration shall give rise to a cause of action for damages, attorney's fees, and/or injunctive relief.

7.04 Enforcement and Nonwaiver. Except as otherwise provided herein, the Association and/or any Owner (at his/her own expense) shall have the right to enforce any or all of the provisions of this Declaration or the Rules. The Association and/or a complaining Owner shall deliver written notice to the alleged violator, setting forth the basis of the complaint. Upon receipt of said notice, the alleged violator shall have 30 days in which to remedy the violation (unless such timeframe will cause serious harm to the complaining party and/or other Owners, in which case the notice period will be reduced to the maximum time which will not cause serious harm to others); and if the alleged violator fails to do so, then the complaining party shall have the right to enforce the Declaration or the Rules through a suit for damages and/or injunctive relief. The failure to enforce any provision of this Declaration or the Rules at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Declaration or the Rules. The prevailing party in any lawsuit to enforce this Declaration or the Rules shall recover his/her attorney's fees and costs of suit from the other party.

7.05 Lien for Enforcement. All sums due for enforcement of obligations under this Declaration or the Rules shall be a continuing lien and charge upon the subject Lot as well as the personal obligation of the Owner and his/her successors in interest. The aforesaid lien shall be superior to all other liens and charges against said Lot, except only for ad valorem tax liens and any amount unpaid on a first mortgage lien of record encumbering the Lot. To evidence the aforesaid lien, the Association, (but not any other Owner) may prepare a written notice of 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 a representative of the Association and may be recorded in the office of the County Clerk of Williamson County, Texas. Such lien shall attach with the priority set forth above from the date that such payment becomes delinquent, and the Association may thereafter institute suit against the subject Owner personally and/or for judicial foreclosure of the aforesaid lien.

7.06 Amendment. This Declaration may be amended by the written agreement of the Owners of at least 75% of the Lots. No amendment shall be effective until it has been recorded in the Official Records of Williamson County, Texas. The Owners of a simple majority of the Lots may amend this Declaration for the sole and strictly limited purpose of making this Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal agencies.

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\_\_\_\_\_ The undersigned officers of the Association certify that the foregoing Declaration received the consent of at least 75% of the owners of Lots in each of Sundance Ranch, Sundance Ranch North, and Sundance Ranch North, Section II, and is effective as of \_\_\_\_\_, 2006

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Association President

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Association Secretary

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STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged by  
President of the Association, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed name:  
My commission expires:

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged by  
Secretary of the Association, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed name:  
My commission expires:

AFTER RECORDING RETURN TO:

Liberty Hill Sundance Ranch POA, Inc.  
101-A Sundance Trail  
Liberty Hill, Texas 78642

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COUNTY OF WILLIAMSON  
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Association, on this \_\_\_\_\_ day of \_\_\_\_\_

Inserted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
Printed  
name: \_\_\_\_\_  
My commission  
expires: \_\_\_\_\_  
... [28]

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RANCH/SUNDANCE RESTATED &  
AMENDED DCC&R  
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Page 2: [1] Deleted	Anita N. Moore	8/22/2005 8:35 PM
<p>or covered by the warranty deed from Rudith Ann Frazier Drennan to Lookout Partners, L.P., a Texas limited partnership of approximately 901.43 acres of land out of and a Part of the RICHARD WEST SURVEY, ABSTRACT NO. 643, the JAMES HACKETT NO. 95, all situated in Williamson County, Texas, and being the same property described by metes and bounds in Warranty Deed recorded in Volume 708, Page 78, Deed Records of Williamson County, Texas</p>		
Page 2: [2] Deleted	Glenda Hathaway	9/28/2005 4:18 PM
<p>executed by Lookout Partners, L.P., and</p>		
Page 2: [3] Deleted	Glenda Hathaway	9/28/2005 4:18 PM
<p>Cabinet O, Slide 65; Cabinet P, Slide 13;</p>		
Page 2: [4] Inserted	Anita N. Moore	8/14/2005 6:26 PM
<p>Cabinet Q, Slide 80-81; Cabinet R, Slide 7-11;</p>		
Page 2: [5] Deleted	Anita N. Moore	8/14/2005 6:42 PM
<p>or covered by the warranty deed from James H. Arnold, Jr. to Linda Foust, which deed is recorded under document number 9602786, Official Records, Williamson County Texas, (b) all of the land (and improvements thereon) described or covered by the warranty deed from James H. Arnold, Jr. to Phil Hagemeyer and Lisa Hagemeyer, which deed is recorded in Volume 2552, Page 167, Official Records, Williamson County, Texas, and (c) the 58.565 acres, more or less, of land (and improvements thereon) specifically described and excepted in the warranty deed from James H. Arnold and Jessamine J. Arnold to James H. Arnold, Jr., which deed is recorded in Volume 511, Page 631, Deed Records, Williamson County, Texas.</p>		
Page 2: [6] Deleted	Anita N. Moore	8/14/2005 6:57 PM
<p>Declarant (and Master Lienholder, pre-payoff)</p>		
Page 1: [7] Deleted	Anita N. Moore	3/1/2006 5:32 PM
<p>SUNDANCE RANCH/SUNDANCE RESTATED &amp; AMENDED DCC&amp;R PJA-9/30/05</p>		
Page 1: [8] Inserted	Glenda Hathaway	9/29/2005 8:25 AM
<p>SUNDANCE RANCH/SUNDANCE RESTATED &amp; AMENDED DCC&amp;R PJA-9/30/05</p>		
Page 6: [9] Deleted	Glenda Hathaway	9/28/2005 4:52 PM
<p>. Setbacks will be observed on stable and run areas. The construction and maintenance of the stable and run areas as well as the raising and keeping of animals shall at all times conform to the then current rules and regulations related to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is actually required in any specific situation. Specifically, the stable barn and run areas must be kept sanitary and reasonably free of insects, refuse and waste at all times.</p>		
Page 1: [10] Deleted	Anita N. Moore	3/1/2006 5:32 PM
<p>SUNDANCE RANCH/SUNDANCE RESTATED &amp; AMENDED DCC&amp;R PJA-9/30/05</p>		
Page 1: [11] Inserted	Glenda Hathaway	9/29/2005 8:25 AM
<p>SUNDANCE RANCH/SUNDANCE RESTATED &amp; AMENDED DCC&amp;R PJA-9/30/05</p>		

Page 1: [12] Inserted	Glenda Hathaway	9/29/2005 8:25 AM
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Page 9: [13] Deleted for Sundance Ranch,	Anita N. Moore	8/22/2005 11:04 PM
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Page 9: [13] Deleted Security	Anita N. Moore	8/22/2005 11:05 PM
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Page 9: [16] Deleted shall	Glenda Hathaway	9/30/2005 2:07 PM
Page 9: [16] Deleted or	Glenda Hathaway	9/30/2005 2:08 PM
Page 9: [17] Deleted Private	Glenda Hathaway	9/30/2005 2:08 PM
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Page 9: [17] Deleted Costs	Glenda Hathaway	9/30/2005 2:09 PM
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Page 9: [19] Deleted by which the	Glenda Hathaway	9/28/2005 5:11 PM
Page 9: [20] Deleted The private roadways in the Subdivision have not been constructed to Williamson County standard road specifications. Williamson County will not assume responsibility for any road maintenance and the roads will remain private into perpetuity.	Glenda Hathaway	9/28/2005 5:12 PM
Page 9: [21] Deleted Subdivisions	Glenda Hathaway	9/29/2005 8:27 AM
Page 9: [21] Deleted by the	Glenda Hathaway	9/29/2005 8:28 AM
Page 9: [22] Deleted	Anita N. Moore	2/28/2006 8:41 PM

(a) Lots Numbered 1 through 76 in Sundance Ranch Subdivision –

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Page 1: [25] Formatted Font: 12 pt, Highlight	Glenda Hathaway	9/29/2005 8:26 AM
Page 1: [25] Formatted Font: 12 pt, Highlight	Glenda Hathaway	9/29/2005 8:26 AM
Page 1: [25] Formatted Font: 12 pt, Highlight	Glenda Hathaway	9/29/2005 8:26 AM
Page 1: [26] Deleted SUNDANCE RANCH/SUNDANCE RESTATED & AMENDED DCC&R PJA-9/30/05	Anita N. Moore	3/1/2006 5:32 PM
Page 1: [27] Inserted SUNDANCE RANCH/SUNDANCE RESTATED & AMENDED DCC&R PJA-9/30/05	Glenda Hathaway	9/29/2005 8:25 AM
Page 20: [28] Inserted	Glenda Hathaway	9/29/2005 9:55 AM

\_\_\_\_\_  
  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

Printed name:\_\_\_\_\_

My commission expires:\_\_\_\_\_

AFTER RECORDING RETURN TO:

Liberty Hill Sundance Ranch POA, Inc.  
101-A Sundance Trail  
Liberty Hill, Texas 78642

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SUNDANCE RANCH/SUNDANCE RESTATED & AMENDED DCC&R  
PJA-9/30/05

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PJA-9/30/05