



65-A



# CRYSTAL FALLS

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CERTAIN COMMUNITIES OF THE BLUFFS AT CRYSTAL FALLS

**Preamble:**

*This Declaration of Covenants, Conditions and Restrictions for Certain Communities of The Bluffs at Crystal Falls (this "**Subdivision Declaration**") is imposed on all of the property located within the following subdivisions collectively referred to herein as the "**Subdivision**":*

**The Bluffs at Crystal Falls Section 1, Phase 1A Subdivision**, according to the plat recorded as Document No. 201100029, Official Public Records of Travis County, Texas, and as Document No. 2011005796, Official Public Records of Williamson County, Texas (**The Bluffs at Crystal Falls Section 1, Phase 1A Subdivision**"); and

**The Bluffs at Crystal Falls Section 1, Phase 1C Subdivision**, according to the plat recorded as Document No. 201100031, Official Public Records of Travis County, Texas (**The Bluffs at Crystal Falls Section 1, Phase 1C Subdivision**).

*The Subdivision is part of a larger master-planned community known as "**Crystal Falls**" and is governed by the Crystal Falls Home Owner's Association, Inc. (the "**Association**") as provided in this Subdivision Declaration. This Subdivision Declaration is in keeping with a common plan and theme of development throughout Crystal Falls and provides a mechanism for implementing that overall plan. Another purpose of this Subdivision Declaration is to establish rules for land use in the Subdivision and maintenance of the Common Areas in this Subdivision as part of Crystal Falls for the good of the residents in Crystal Falls. Owners in the Subdivision and elsewhere in Crystal Falls are assessed fees for the care of the Common Areas and the enforcement of this Subdivision Declaration and rules adopted by the*



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***The Bluffs at Crystal Falls Section 1, Phase 1A Subdivision***, according to the plat recorded as Document No. 201100029, Official Public Records of Travis County, Texas, and as Document No. 2011005796, Official Public Records of Williamson County, Texas (***The Bluffs at Crystal Falls Section 1, Phase 1A Subdivision***); and

***The Bluffs at Crystal Falls Section 1, Phase 1C Subdivision***, according to the plat recorded as Document No. 201100031, Official Public Records of Travis County, Texas (***The Bluffs at Crystal Falls Section 1, Phase 1C Subdivision***).

*The Subdivision is part of a larger master-planned community known as “**Crystal Falls**” and is governed by the Crystal Falls Home Owner’s Association, Inc. (the “**Association**”) as provided in this Subdivision Declaration. This Subdivision Declaration is in keeping with a common plan and theme of development throughout Crystal Falls and provides a mechanism for implementing that overall plan. Another purpose of this Subdivision Declaration is to establish rules for land use in the Subdivision and maintenance of the Common Areas in this Subdivision as part of Crystal Falls for the good of the residents in Crystal Falls. Owners in the Subdivision and elsewhere in Crystal Falls are assessed fees for the care of the Common Areas and the enforcement of this Subdivision Declaration and rules adopted by the*

*Association and declarants as to a particular subdivision. This and the other subdivision Declarations affecting Crystal Falls allow the Association to generally protect the rights of all Crystal Falls residents while addressing the specific needs of a subdivision.*

*Reference is made to the Restriction and Greenbelt Buffer Easement Agreement dated June 30, 2010 by and among Subdivision Declarant and Declarant granting a greenbelt buffer easement to Subdivision Declarant for the benefit of the Subdivision recorded at Document No. 2010094029, Official Public Records of Travis County, Texas, and Document No. 2010043398, Official Public Records of Williamson County, Texas. The terms and conditions of the Restriction and Greenbelt Buffer Easement Agreement are binding on the Subdivision and the Owners of the Lots in the Subdivision.*

**NOW, THEREFORE, THIS DECLARATION** is imposed on and governs all Lots within the Subdivision. The Subdivision Declarant is Taylor Morrison at Crystal Falls, LLC, a Texas limited liability company, which is presently the owner and the developer of all lots and property in the Subdivision. The purposes of these covenants, conditions and restrictions are to ensure the best and highest use and most appropriate development of Crystal Falls; protect Owners against improper use of surrounding Lots; preserve, so far as is practicable, the natural beauty of Crystal Falls; guard against erection of poorly designed or proportioned structures of improper or unsuitable materials; encourage erection of attractive Improvements in appropriate locations on each Lot; secure and maintain proper setbacks; and in general, provide for high quality development within the overall structure of Crystal Falls.

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- Exhibit A: Crystal Falls Description
- Exhibit B: Subdivision Description
- Exhibit C: Bylaws
- Exhibit D: Typical Grinder Pump Installation

## 1. DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases shall have the following meanings:

- 1.01** “**Architectural Control Committee**” means the architectural control committee of the Association.
- 1.02** “**Articles**” means the Articles of Incorporation of the Association, as amended.
- 1.03** “**Assessment**” means any assessment, cost or fee levied by the Association under the terms and provisions of this Subdivision Declaration.
- 1.04** “**Association**” means the Crystal Falls Home Owners Association, Inc., a Texas nonprofit corporation, and its successors and assigns.
- 1.05** “**Board**” means the Board of Directors of the Association.
- 1.06** “**Bylaws**” means the Bylaws of the Association, as adopted by the Board and as amended from time to time. A copy of the current Bylaws at the time of adoption of this Subdivision Declaration is attached as **Exhibit C**, as amended by that certain Crystal Falls Annexation Agreement; Amendment to Declarations; Partial Assignment of Declarant Rights Recorded as Document No. 2010094031 of the Official Public Records of Travis County, Texas, and as Document No. 2010043399 of the Official Public Records of Williamson County, Texas.
- 1.07** “**Common Areas**” and “**Common Area**” means all real and personal property and Improvements thereon leased, owned, or maintained by the Association for the common use and benefit of the members of the Association. Common Areas may also include any pools, amenity centers, recreational facilities, entrance monuments, security gates, perimeter walls, drainage facilities and detention ponds, private roadways and related irrigation systems and landscaping, esplanade and right-of-way landscaping and related irrigation systems, lighting, and any areas lying within public easements or rights-of-way of the property, as determined by the Board as to property outside the Subdivision or the Subdivision Declarant as to property in the Subdivision.
- 1.08** “**Crystal Falls**” means all of the land developed from time to time by the Declarant in Williamson and Travis Counties, Texas and the Subdivision Declarant or its Affiliates lying in the Taylor Morrison Property: being the master-planned community commonly known as Crystal Falls and such other land as Declarant may choose to include in Crystal Falls. Crystal Falls is further described in attached **Exhibit A**.
- 1.09** “**Declarant**” means Lookout Partners, L.P., Lookout Development Group, L.P., or Key-Deer Holdings, L.P., each a Texas limited partnership and their assignees, affiliates and other lawful successors in interest, as a declarant under a Declaration.
- 1.10** “**Declarant Control Period**” means the period during which Declarant intends to develop or sell any portion of Crystal Falls. The Declarant Control Period will end only

upon written notice from the Declarant to the Board that Declarant has developed and sold all of the property intended to be developed and sold by Declarant.

- 1.11 **“Declaration”** refers to a Declaration of Covenants, Conditions and Restrictions executed by Declarant. The term **“Declarations”** means the Declarations executed by Declarant and the Subdivision Declarations executed by Subdivision Declarant.
- 1.12 **“Improvement”** see Section 3.01 for definition.
- 1.13 **“Lot”** means any parcel of land within the Subdivision shown as a subdivided lot on a plat of part or all of the Subdivision, together with all Improvements located thereon. Reference herein to **“lots”** or **“lots in Crystal Falls”** refers to all lots in Crystal Falls (see Exhibit A).
- 1.14 **“Owner”** means any person holding a fee simple interest in any portion of the Subdivision, excluding Subdivision Declarant; a mortgagee is not an Owner.
- 1.15 **“Property”** means all of the land developed by Declarant or its Affiliates in Crystal Falls or Subdivision Declarant or its Affiliates within the Taylor Morrison Property. Declarant may at any time during the Declarant Control Period add land to or withdraw land from Crystal Falls, including adding additional sections to existing subdivisions. Subdivision Declarant may at any time during the Subdivision Declarant Control Period add land lying in the Taylor Morrison Property to Crystal Falls, including adding additional sections to existing subdivisions.
- 1.16 **“Taylor Morrison Property”** is that certain 436.9248 acre tract of land conveyed by Declarant to Subdivision Declarant by Deed recorded at Document No. 2010043397, Official Public Records, Williamson County, Texas and at Document No. 2010094028, Official Public Records, Travis County, Texas, more particularly described on Exhibit B attached hereto and incorporated herein.
- 1.17 **“Subdivision”** means all of the land described as The Bluffs at Crystal Falls Section 1, Phase 1A Subdivision, according to the plat recorded as Document No. 201100029, Official Public Records of Travis County, Texas, and as Document No. 2011005796, Official Public Records of Williamson County, Texas; and The Bluffs at Crystal Falls Section 1, Phase 1C Subdivision, according to the plat recorded as Document No. 201100031, Official Public Records of Travis County, Texas. Land may be added to or withdrawn from the Subdivision in accordance with Section 3.30. Additionally, the definition of Subdivision may be amended in accordance with Section 7.05. The term **“subdivision”** means a subdivision of Crystal Falls.
- 1.18 **“Subdivision Architectural Control Committee”** means the architectural control committee appointed by the Subdivision Declarant during the Subdivision Declarant Control Period, that is to review and process applications for approval of First Residences (as defined in Section 3.01.B.) in the Subdivision. Until a Subdivision Architectural Control Committee is established, Subdivision Declarant is the Subdivision Architectural Control Committee. After the expiration of the Subdivision Declarant Control Period, the Architectural Control Committee of the Association shall be the Subdivision Architectural Control Committee and in such event references herein to the Subdivision Architectural Control Committee shall mean the Architectural Control Committee. References to the **“Architectural Control Committee”** as opposed to the



**“Subdivision Architectural Control Committee”** refer to the Architectural Control Committee of the Association.

- 1.19 “Subdivision Declarant”** refers to Taylor Morrison at Crystal Falls, LLC, a Texas limited liability company, and its assignees, Affiliates (designated in writing by Taylor Morrison at Crystal Falls, LLC) and other lawful successors in interest, as the declarant of this Subdivision Declaration. The term **“Affiliates”** means any entities owned, controlled, affiliated, or under material common management or ownership of Subdivision Declarant, or any entities Subdivision Declarant contracts with to finance and temporarily own a model home or speculative home not under contract to a homebuyer. From and after the Subdivision Declarant Control Period, the rights and remedies retained by Subdivision Declarant in this Subdivision Declaration are vested in Declarant or the Association, at the election of the Declarant. Prior to the expiration of the Subdivision Declarant Control Period, Subdivision Declarant may relinquish to the Association a particular right or remedy.
- 1.20 “Subdivision Declaration”** refers to this Declaration of Covenants, Conditions and Restrictions executed by Subdivision Declarant, and all amendments and supplements hereto.
- 1.21 “Subdivision Declarant Control Period”** means the period during which the Subdivision Declarant owns and intends to develop or sell any portion of the Taylor Morrison Property. The Subdivision Declarant Control Period will end automatically at such time as Subdivision Declarant does not own any property within the Taylor Morrison Property.
- 1.22 “Voting Representatives”** shall mean and refer to the representatives selected by the Owners of Lots in the Subdivision and owners of lots in other subdivisions in Crystal Falls to perform the functions herein created to be performed by Voting Representatives.

## **2. GENERAL PROVISIONS AND RESTRICTIONS**

- 2.01 Nuisance and Hazardous Activities.** No activities shall be conducted in the Subdivision and no Improvements shall be constructed or allowed to remain in the Subdivision, which are or might be unsafe or hazardous to any person or Crystal Falls. Without limiting the generality of the foregoing, (a) no firearms shall be discharged in any part of the Subdivision, (b) no explosives shall be kept or used in any part of the Subdivision (other than in the ordinary course of construction of Improvements thereon), (c) no open fires shall be lighted or permitted, and (d) no toxic or hazardous substances shall be dumped or discharged into any part of the Subdivision. Nothing shall be done or kept in the Subdivision, which would materially increase 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 Subdivision shall be used for mining, quarrying, drilling, boring, exploring for, removing or producing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, earth or other minerals of any kind.
- 2.03 Temporary Structures.** No temporary or portable structure or building may be placed in the Subdivision without the prior written approval of the Association, except for structures or buildings placed by Subdivision Declarant. Temporary structures necessary for storage of tools and equipment and for office space for architects, builders

and foremen during actual construction of residences and sales trailers may be approved by the Association or Subdivision Declarant.

**2.04 Lot Division.** During the Subdivision Declarant Control Period, no Lot in the Subdivision may be further subdivided, except by the Subdivision Declarant or with the consent of the Subdivision Declarant. After the expiration of the Subdivision Declarant Control Period, no Lot in the Subdivision may be further subdivided, except by the owner of the Lot with the written consent of Declarant or the Association.

**2.05 Sanitary Sewers.** No outside, open or pit type toilets are permitted in the Subdivision. Except for port-a-toilets, bladders and temporary holding tanks used during construction, all dwellings constructed in the Subdivision, prior to occupancy, must connect to the sewage disposal system of the City of Leander, Texas.

**2.06 Property Rights.** Every Owner and the other owners in Crystal Falls shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) **Common Areas Use.** As to Common Areas, the right of the Association to charge reasonable admission, use, maintenance, and other fees for the use of any Improvement now or hereafter situated or constructed upon the Common Areas and to impose reasonable limits on the number of guests who may use those facilities;
- (b) **Voting.** The right of the Association to suspend an Owner's voting rights in the Association and the associated right to use the Common Areas for any period(s) during which any Assessment against that Owner's Lot remains unpaid, and for infractions by an Owner or his tenants or invitees of the restrictive covenants contained in this Subdivision Declaration, the Bylaws, the declaration of any other subdivision within Crystal Falls, the rules and regulations, or any other governing document, for the duration of the infraction;
- (c) **Easements.** As to Common Areas, the right of the Association to grant easements in and to the Common Areas to any public agency, authority or utility for such purposes as benefits the property or portions thereof and Owners or Lots contained therein;
- (d) **Borrowings and Lien.** As to Common Areas, the right of the Association, by majority vote of the Board, to borrow money for the purpose of improving the Common Areas, or any portion thereof, for acquiring additional Common Areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the Common Areas outside the Subdivision (or, after the period of Subdivision Declarant Control, Common Area within the Subdivision). The lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Subdivision Declaration for the benefit of the Association, the Subdivision Declarant, or Owner, or the holder of any mortgage irrespective of when executed, given by Subdivision Declarant or any Owner encumbering any Lot or other property located within the Subdivision;

- (e) **Dedications.** As to Common Areas, the right of the Board, acting on behalf of the Association, to dedicate or transfer all or any portion of the Common Areas outside the Subdivision (or, after the period of Subdivision Declarant Control, Common Area within the Subdivision) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;
- (f) **Rules and Regulations; Enforcement.** The right of the Board, acting on behalf of the Association to prescribe rules and regulations as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the rules and regulations may change from time to time. The Board has the authority to enforce the Declarations, the Bylaws, and the rules and regulations of the Association by all appropriate means, including but not limited to the imposition of fines, damage assessments (for damages caused by Owner or his or her residents, guests, tenants or invitees) and liens. An Owner found to have violated the Subdivision Declaration, Bylaws, rules and regulations or other governing documents shall be liable to the Association for all damages and costs, including reasonable attorney's fees, collection costs, costs of court and other costs. An Owner found to have violated the Subdivision Declaration, the Bylaws, and the rules and regulations of the Association or the Subdivision Architectural Control Committee shall be liable to the Association for all damages and costs, including reasonable attorney's fees, collection costs, costs of court and other costs; and
- (g) **Transfer Fee.** The right of the Board to charge a transfer fee to be set from time to time by the respective Board (but not less than \$100) on each sale or transfer of a Lot. However, no transfer fee may be charged on Lots sold by Subdivision Declarant.

**2.07 Easements and Access.** Easements for installation and maintenance of roadways, sidewalks, trails, traffic control devices, entry monumentation, landscape amenities, water quality and stormwater detention, retention, and drainage facilities, and utilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, planting, fence or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change or impede the direction or flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither the Subdivision Declarant, Association nor any utility company using the easements herein shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners or others claiming through Owners, situated on the land covered by said easements. There is hereby created an easement and right of ingress and egress across, over, and under the Subdivision in favor of Subdivision Declarant and Association for the sole purpose of installing, replacing, repairing, and maintaining all facilities for roadways, sidewalks, trails, traffic control devices, entry monumentation, landscape amenities, water quality and stormwater detention, retention, and drainage facilities, and utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto. An easement is hereby extended and

acknowledged to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the Common Areas in performance of their duties.

Each Lot is conveyed subject to all easements, conditions and reservations shown on the Subdivision plat and each Owner shall take notice of all such easements, conditions, and reservations. No Owner shall maintain any condition or Improvements in any platted easement, which will significantly interfere with the intended use of the easement.

### **3. USE, MAINTENANCE AND CONSTRUCTION RESTRICTIONS**

**3.01 Architectural Control.** The Subdivision Architectural Control Committee shall have the sole authority for the review and approval of plans and specifications for the first residence to be constructed, erected or placed on any Lot and any Improvements constructed prior to or contemporaneously with the first residence constructed, erected or placed and completed on any Lot (collectively, a "**First Residence**") as provided in Section 3.01.B. below. Except for a First Residence, the Architectural Control Committee shall have the sole authority for the review and approval of plans and specifications for all Improvements constructed, erected or placed on any Lot and any exterior additions or changes or alterations proposed to be made to such Lot or after completion of a First Residence as provided in Section 3.01.B. below.

#### **A. Subdivision Architectural Control Committee.**

During the Subdivision Declarant Control Period, the Subdivision Declarant has the sole right to act as or to appoint all members of the Subdivision Architectural Control Committee. The Subdivision Architectural Control Committee shall be free from liability for actions within the scope of the Subdivision Architectural Control Committee's function. Persons serving on the Subdivision Architectural Control Committee shall serve until removed by the Subdivision Declarant or until they resign. Any member may resign at any time for any reason and such resignation shall be effective upon notice thereof to the Subdivision Declarant. The Subdivision Declarant shall appoint subsequent members of the Subdivision Architectural Control Committee within 60 days.

Upon the expiration of the Subdivision Declarant Control Period or the earlier assignment by Subdivision Declarant to the Architectural Control Committee of its right to appoint the Subdivision Architectural Control Committee, the Architectural Control Committee shall assume the duties of the Subdivision Architectural Control Committee.

#### **B. Approval of First Residence by Subdivision Architectural Control Committee.**

No First Residence shall be constructed, erected or placed on any Lot prior to written approval by the Subdivision Architectural Control Committee as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with this Subdivision Declaration.

For purposes of this Subdivision Declaration, "**Improvement(s)**" is defined as every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios,

tennis or sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, mailboxes, yard art, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, walls, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. Landscaping is not considered an Improvement, and prior review and approval of landscape plans is not necessary, but all landscaping must comply with the landscape guidelines (the "**Landscape Guidelines**") for the Subdivision adopted by Subdivision Declarant, a copy of which is available from the Subdivision Architectural Control Committee and the Association.

Final plans and specifications for a First Residence, including site plan, must be submitted to and approved in writing by the Subdivision Architectural Control Committee prior to any construction of a First Residence. Plans and specifications for the First Residence (but not exterior additions or changes or alterations) shall be filed with the Subdivision Architectural Control Committee by delivery to the office of the Subdivision Architectural Control Committee at 806 Las Cimas Parkway, Suite 350, Austin, Texas 78746, or such other location as the Subdivision Architectural Control Committee may designate. Approval may be granted by a single signature on the final, complete construction plans by any of the Subdivision Architectural Control Committee members (or by Subdivision Declarant if Subdivision Declarant is serving as Subdivision Architectural Control Committee). In the event that a fully completed Subdivision Architectural Control Committee application is submitted as provided herein, and the Subdivision Architectural Control Committee shall fail either to approve or reject, in writing, such application for a period of 30 days following such submission, then such approval is presumed.

**C. Crystal Falls Architectural Control Committee.**

The Subdivision is part of a larger master planned community, Crystal Falls. Crystal Falls has one master association, the Association hereunder, and may have separate architectural control committees ("**ACCs**") for each subdivision. The Architectural Control Committee and each ACC shall be free from liability for actions within the scope of such ACC's function.

During the Declarant Control Period, the Declarant has the sole right to act as or to appoint all members of the ACC, including the Architectural Control Committee pursuant to this Subdivision Declaration. Persons serving on the Architectural Control Committee shall serve until removed by the Declarant or until they resign. Any member may resign at any time for any reason and such resignation shall be effective upon notice thereof to the Declarant. The Declarant shall appoint subsequent members of the Architectural Control Committee within 60 days.

After the Declarant Control Period has ended, the Board will appoint separate ACCs for (i) Grand Mesa at Crystal Falls (all current and future sections, including Section 4, aka The Bluffs); (ii) The Boulders at Crystal Falls (all current and future sections); (iii) The Highlands at Crystal Falls (all current and future sections), (iv) the Bluffs at Crystal Falls (all current and future sections) and (v) The Fairways at Crystal Falls (all current and future sections) (including the Architectural Control Committee pursuant to the

Subdivision Declaration). In the absence of such appointment by the Board, the Voting Representatives from such subdivision will serve as the ACC for that subdivision.

**D. Approval of Renovations and Additions by Architectural Control Committee.**

Except for a First Residence approved by the Subdivision Architectural Control Committee pursuant to Section 3.01.B. above, no building or any structure or Improvements shall be constructed, erected or placed on any Lot nor shall any exterior additions or changes or alterations be made to such Lot or completed First Residence without obtaining the prior written approval of the Architectural Control Committee as to quality and workmanship and materials, harmony of external design and location in relation to surrounding structures and topography, and compliance with this Subdivision Declaration.

Final plans and specifications, including site plan, for any such building, structure or Improvements or any additions or changes or alterations thereto must be submitted to and approved in writing by the Architectural Control Committee prior to any construction, renovation, or alteration (except as to a First Residence approved by the Subdivision Architectural Control Committee pursuant to Section 3.01.B. above) (a "**Renovation or Addition**"). Such plans and specifications shall be filed with the Architectural Control Committee by delivery to the office of the Architectural Control Committee at 1001 Crystal Falls Parkway, or such other location as the Architectural Control Committee may designate. Approval may be granted by a single signature on the final, complete renovation plans by any of the Architectural Control Committee members (or by the Declarant if the Declarant is serving as Architectural Control Committee). In the event that a fully completed Architectural Control Committee application is submitted as provided herein, and the Architectural Control Committee shall fail either to approve or reject, in writing, such application for a period of 30 days following such submission, then approval is presumed. Landscaping is not considered an Improvement, and prior review and approval of landscape plans is not necessary, but all landscaping must comply with the landscape guidelines (the "**Landscape Guidelines**") for the Subdivision adopted by Subdivision Declarant, a copy of which is available from the Subdivision Architectural Control Committee and the Association.

**3.02 Residential Subdivision.** Except as expressly provided in this Subdivision Declaration to the contrary, each Lot will (a) be used exclusively for single-family residential purposes and (b) contain only Improvements approved by the Subdivision Architectural Control Committee as to each First Residence or the Architectural Control Committee as to a Renovation or Addition that are compatible with and generally found in single-family residential subdivisions. No more than one primary residence may be constructed on each Lot.

**3.03 Motif; Building Materials; Dwelling Size; Foundations.**

*DECLARANT'S VISION: Crystal Falls was once the site of the Whitestone Limestone Quarry. In fact, the remains of the quarry office still stand at the entrance to Grand Mesa at Crystal Falls. When the quarry was abandoned decades ago, a mosaic of huge limestone fragments were left to naturally weather in the elements. Declarant is making every attempt to artfully "recycle" thousands of these native rocks in high impact areas throughout Crystal Falls. Homeowners are encouraged to help amplify the "Old Quarry" theme in their landscape plan with native boulders, dry-stack rock tree wells and*

