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HIGHLANDS AT MAYFIELD RANCH

AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION

[RESIDENTIAL]

Williamson County

Declarant: HIGHLANDS AT MAYFIELD RANCH, LTD., a Texas limited partnership

Cross reference to Highlands at Mayfield Ranch Amended and Restated Master Covenant, recorded as Document No. 2022133956 in the Official Public Records of Williamson County, Texas.

THIS DOCUMENT AMENDS AND RESTATES THE FOLLOWING DOCUMENTS IN THEIR ENTIRETY: (I) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 1], RECORDED AS DOCUMENT NO. 2014005508 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (II) HIGHLANDS AT MAYFIELD RANCH AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION [SECTION 2A], RECORDED AS DOCUMENT NO. 2013098748 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (III) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 2B], RECORDED AS DOCUMENT NO. 2014076408 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (IV) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 3], RECORDED AS DOCUMENT NO. 2016024400 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (V) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 3A], RECORDED AS DOCUMENT NO. 2021114278 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (VI) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 4A], RECORDED AS DOCUMENT NO. 2016103554 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (VII) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 4B], RECORDED AS DOCUMENT NO. 2017111449 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (VIII) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 5], RECORDED AS DOCUMENT NO. 2016081885 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (IX) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 6B], RECORDED AS DOCUMENT NO. 2018004354 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (X) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 7], RECORDED AS DOCUMENT NO. 2015004402 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XI) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 8], RECORDED AS DOCUMENT NO. 2015096000 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XII) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 9], RECORDED AS DOCUMENT NO. 2018039144 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XIII) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 10A], RECORDED AS DOCUMENT NO. 2019055356 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XIV) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 10B], RECORDED AS DOCUMENT NO. 2020074376 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XV) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 11], RECORDED AS DOCUMENT NO. 2020105175 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XVI) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA

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DECLARATION [SECTION 12A], RECORDED AS DOCUMENT NO. 2016103662 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XVII) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 12B], RECORDED AS DOCUMENT NO. 2019001910 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XVIII) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 13], RECORDED AS DOCUMENT NO. 2019090689 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; (XIX) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [BAINBRIDGE COVE], RECORDED AS DOCUMENT NO. 2016097166 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED; AND (XX) HIGHLANDS AT MAYFIELD RANCH DEVELOPMENT AREA DECLARATION [SECTION 14], RECORDED AS DOCUMENT NO. 2020095646 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED.

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Unofficial Document

**AMENDED AND RESTATED DEVELOPMENT AREA DECLARATION
HIGHLANDS AT MAYFIELD RANCH
[RESIDENTIAL]**

This Amended and Restated Development Area Declaration for Highlands at Mayfield Ranch [Residential] (the “Development Area Declaration”) is made by HIGHLANDS AT MAYFIELD RANCH, LTD., a Texas limited partnership (the “Declarant”), and is as follows:

RECITALS

A. Pursuant to that certain Highlands at Mayfield Ranch Master Covenant, recorded as Document No. 2013077987 in the Official Public Records of Williamson County, Texas, as amended (collectively, the “Covenant”), Declarant previously recorded those certain (i) Highlands at Mayfield Ranch Development Area Declaration [Section 1], recorded as Document No. 2014005508 in the Official Public Records of Williamson County, Texas, as amended; (ii) Highlands at Mayfield Ranch Amended and Restated Development Area Declaration [Section 2A], recorded as Document No. 2013098748 in the Official Public Records of Williamson County, Texas, as amended; (iii) Highlands at Mayfield Ranch Development Area Declaration [Section 2B], recorded as Document No. 2014076408 in the Official Public Records of Williamson County, Texas, as amended; (iv) Highlands at Mayfield Ranch Development Area Declaration [Section 3], recorded as Document No. 2016024400 in the Official Public Records of Williamson County, Texas, as amended; (v) Highlands at Mayfield Ranch Development Area Declaration [Section 3A], recorded as Document No. 2021114278 in the Official Public Records of Williamson County, Texas, as amended; (vi) Highlands at Mayfield Ranch Development Area Declaration [Section 4A], recorded as Document No. 2016103554 in the Official Public Records of Williamson County, Texas, as amended; (vii) Highlands at Mayfield Ranch Development Area Declaration [Section 4B], recorded as Document No. 2017111449 in the Official Public Records of Williamson County, Texas, as amended; (viii) Highlands at Mayfield Ranch Development Area Declaration [Section 5], recorded as Document No. 2016081885 in the Official Public Records of Williamson County, Texas, as amended; (ix) Highlands at Mayfield Ranch Development Area Declaration [Section 6B], recorded as Document No. 2018004354 in the Official Public Records of Williamson County, Texas, as amended; (x) Highlands at Mayfield Ranch Development Area Declaration [Section 7], recorded as Document No. 2015004402 in the Official Public Records of Williamson County, Texas, as amended; (xi) Highlands at Mayfield Ranch Development Area Declaration [Section 8], recorded as Document No. 2015096000 in the Official Public Records of Williamson County, Texas, as amended; (xii) Highlands at Mayfield Ranch Development Area Declaration [Section 9], recorded as Document No. 2018039144 in the Official Public Records of Williamson County, Texas, as amended; (xiii) Highlands at Mayfield Ranch Development Area Declaration [Section 10A], recorded as Document No. 2019055356 in the Official Public Records of Williamson County, Texas, as amended; (xiv) Highlands at Mayfield Ranch Development Area Declaration [Section 10B], recorded as Document No. 2020074376 in the Official Public Records of Williamson County,

Texas, as amended; (xv) Highlands at Mayfield Ranch Development Area Declaration [Section 11], recorded as Document No. 2020105175 in the Official Public Records of Williamson County, Texas, as amended; (xvi) Highlands at Mayfield Ranch Development Area Declaration [Section 12A], recorded as Document No. 2016103662 in the Official Public Records of Williamson County, Texas, as amended; (xvii) Highlands at Mayfield Ranch Development Area Declaration [Section 12B], recorded as Document No. 2019001910 in the Official Public Records of Williamson County, Texas, as amended; (xviii) Highlands at Mayfield Ranch Development Area Declaration [Section 13], recorded as Document No. 20190090689 in the Official Public Records of Williamson County, Texas, as amended; (xix) Highlands at Mayfield Ranch Development Area Declaration [Bainbridge Cove], recorded as Document No. 2016097166 in the Official Public Records of Williamson County, Texas, as amended; and (xx) Highlands at Mayfield Ranch Development Area Declaration [Section 14], recorded as Document No. 2020095646 in the Official Public Records of Williamson County, Texas, as amended (collectively, the "Original Development Area Declaration").

B. Pursuant to *Section 5.02* of the Original Development Area Declaration, Declarant, acting alone, may amend the Original Development Area Declaration.

C. Pursuant to the provisions of the Covenant, this Development Area Declaration is filed with respect to that certain real property located in Williamson County, Texas, as more particularly described on Exhibit "A" attached hereto (the "Development Area"), which was heretofore subjected to the Covenant by the Recording of the following documents: (i) Notice of Applicability for Highlands at Mayfield Ranch [Section 1], recorded as Document No. 2014005417 in the Official Public Records of Williamson County, Texas; (ii) Notice of Applicability for Highlands at Mayfield Ranch [Section 2A], recorded as Document No. 2013095243 in the Official Public Records of Williamson County, Texas; (iii) Notice of Applicability for Highlands at Mayfield Ranch [Section 2B], recorded as Document No. 2014076041 in the Official Public Records of Williamson County, Texas; (iv) Notice of Applicability for Highlands at Mayfield Ranch [Section 3], recorded as Document No. 2016024327 in the Official Public Records of Williamson County, Texas; (v) Notice of Applicability for Highlands at Mayfield Ranch [Section 3A], recorded as Document No. 2021114128 in the Official Public Records of Williamson County, Texas; (vi) Notice of Applicability for Highlands at Mayfield Ranch [Section 4A], recorded as Document No. 2016103470 in the Official Public Records of Williamson County, Texas; (vii) Notice of Applicability for Highlands at Mayfield Ranch [Section 4B], recorded as Document No. 2017111236 in the Official Public Records of Williamson County, Texas; (viii) Notice of Applicability for Highlands at Mayfield Ranch [Section 5], recorded as Document No. 2016081797 in the Official Public Records of Williamson County, Texas; (ix) Notice of Applicability for Highlands at Mayfield Ranch [Section 6B], recorded as Document No. 2018004236 in the Official Public Records of Williamson County, Texas; (x) Notice of Applicability for Highlands at Mayfield Ranch [Section 7], recorded as Document No. 2015004274 in the Official Public Records of Williamson County, Texas; (xi) Notice of Applicability for Highlands at Mayfield Ranch [Section 8], recorded as Document No. 2015095888 in the Official Public Records of Williamson County, Texas; (xii) Notice of

Applicability for Highlands at Mayfield Ranch [Section 9], recorded as Document No. 2018039054 in the Official Public Records of Williamson County, Texas; (xiii) Notice of Applicability for Highlands at Mayfield Ranch [Section 10A], recorded as Document No. 2019055144 in the Official Public Records of Williamson County, Texas; (xiv) Notice of Applicability for Highlands at Mayfield Ranch [Section 10B], recorded as Document No. 2020074313 in the Official Public Records of Williamson County, Texas; (xv) Notice of Applicability for Highlands at Mayfield Ranch [Section 11], recorded as Document No. 2020104859 in the Official Public Records of Williamson County, Texas; (xvi) Notice of Applicability for Highlands at Mayfield Ranch [Section 12A], recorded as Document No. 2016103640 in the Official Public Records of Williamson County, Texas; (xvii) Notice of Applicability for Highlands at Mayfield Ranch [Section 12B], recorded as Document No. 2019001862 in the Official Public Records of Williamson County, Texas; (xviii) Notice of Applicability for Highlands at Mayfield Ranch [Section 13], recorded as Document No. 2019090561 in the Official Public Records of Williamson County, Texas; (xix) Notice of Applicability for Highlands at Mayfield Ranch [Bainbridge Cove], recorded as Document No. 2016097146 in the Official Public Records of Williamson County, Texas; and (xx) Notice of Applicability for Highlands at Mayfield Ranch [Section 14], recorded as Document No. 2020095471 in the Official Public Records of Williamson County, Texas; and shall constitute a portion of the Development and be governed by and fully subject to the Covenant and this Development Area Declaration as an amendment and restatement of the Original Development Area Declaration in its entirety.

A Development Area is a portion of Highlands at Mayfield Ranch which is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.

D. Declarant intends for this Development Area Declaration to serve as a "Development Area Declaration" as permitted under the Covenant and desires that the Development Area described and identified in Recital C hereinabove will constitute a Development Area which is permitted, contemplated and defined under the Covenant.

E. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with Section 9.5 of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

F. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area.**"

G. Pursuant to *Section 5.02* of the Original Development Area Declaration, Declarant desires to and hereby so does amend and restate the Original Development Area Declaration in its entirety as set forth herein.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area, which had heretofore been subjected to the Original Development Area Declaration, and those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1 DEFINITIONS

Capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2 USE RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.1 Use Restrictions. The Development Area shall be used solely for single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of the Declarant during the Development Period, and the Board after expiration or termination of the Development Period, which consent may be withheld by the Declarant or the Board, as applicable, in its sole and absolute discretion. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of

vehicles parked within the Development which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

2.2 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Highlands at Mayfield Ranch Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Highlands at Mayfield Ranch Reviewer.

2.3 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements constructed on any portion of the Development Area which, in the opinion of the Highlands at Mayfield Ranch Reviewer, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.4 Insurance Rates. Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.5 Mining and Drilling. No portion of the Development Area may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other

hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Highlands at Mayfield Ranch Reviewer which are required to provide water to all or any portion of the Property or the Development. All water wells must also be approved in advance by any applicable regulatory authority.

2.6 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

2.7 Animals – Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Development Area (as used in this paragraph, the term “domestic household pet” shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on a Lot more than four (4) cats and dogs, in the aggregate. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.8 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary,

unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.9 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to (i) keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times and (ii) install and maintain an irrigation system sufficient to service his or her entire Lot. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. Declarant has reserved the right under the Covenant to designate a portion of any Lot as a "Service Area". A Service Area designation may provide that the Association will assume responsibility for certain maintenance tasks otherwise allocated to an Owner (e.g., yard maintenance). Nothing in this Section 2.9 will be construed to limit the Declarant's or the Association's ability to designate Service Areas or provide the maintenance services which would otherwise be the responsibility of an Owner. The Highlands at Mayfield Ranch Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section 2.9 has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Highlands at Mayfield Ranch Reviewer, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping planting beds free from turf grass.
- (viii) Keeping driveways and walkways leading to a home in good repair.
- (ix) Complying with all government, health and police requirements.

- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to Improvements.

2.10 Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, may be erected, maintained or placed on a Lot without the prior written approval of the Highlands at Mayfield Ranch Reviewer; provided, however, that:

- (i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Highlands at Mayfield Ranch Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.11 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Highlands at Mayfield Ranch Reviewer are as follows:

- (i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street unless screening would reduce the efficiency of the antenna; then
- (ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any

higher than the lowest point of the roofline and screened from view of adjacent Lots and the street unless screening would reduce the efficiency of the antenna.

- (iii) attached behind and below the side six (6) foot wood fence of home and screened from view of adjacent Lots and the street unless screening would reduce the efficiency of the antenna.

The Highlands at Mayfield Ranch Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, **HOWEVER**, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Highlands at Mayfield Ranch Reviewer from time to time. Please contact the Highlands at Mayfield Ranch Reviewer for the current rules regarding installation and placement.

2.12 Signs. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Highlands at Mayfield Ranch Reviewer, except for:

- (i) signs erected by the Declarant or erected with the advance written consent of the Declarant;
- (ii) signs erected by or approved to be erected by the Board to advertise community events;
- (iii) one small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;
- (iv) permits as may be required by Applicable Law;
- (v) religious items in accordance with Section 202.018 of the Texas Property Code;
- (vi) one (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (a) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (b) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet; and (c) the sign must be removed within two (2) business days following the sale or lease of the Lot;

- (vii) candidate or measure signs may be erected provided the sign: (a) is erected no earlier than the 90th day before the date of the election to which the sign relates; (b) is removed no later than the 10th day after the date of the election to which the sign relates; and (c) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited;
- (viii) a “no soliciting” sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches;
- (ix) except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot;
- (x) one temporary congratulatory sign or banner, such as those celebrating a birth or adoption, birthday, graduation, is permitted for a period not to exceed seven (7) days. Any additional signs may require Board approval.

2.13 Tanks. The Highlands at Mayfield Ranch Reviewer must approve any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the Highlands at Mayfield Ranch Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Highlands at Mayfield Ranch Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill. Underground storage tanks are expressly prohibited.

2.14 Accessory/Temporary Structures. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Development Area without the prior written approval of the Highlands at Mayfield Ranch Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. Except as permitted pursuant to the Architectural Rules and Regulations, no shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Highlands at Mayfield Ranch Reviewer, which approval may include requirements regarding placement, design, screening, and construction materials.

2.15 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from

public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, all-terrain vehicles and garden maintenance equipment must be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area. Motorcycles shall be operated in a quiet manner.

2.16 Parking Rules and Regulations. The Declarant during the Development Period, and the Association, acting through the Board, thereafter, has the express authority to adopt, amend, repeal, and enforce Rules for use of streets, driveways and parking areas, including but not limited to:

- (i) Identification of vehicles used by Owners, guests and/or invitees.
- (ii) Designation of no-parking areas and loading/unloading zones.
- (iii) Limitations or prohibitions on driveway parking.
- (iv) Removal or prohibition of vehicles that violate applicable Rules.
- (v) Fines for violations of applicable Rules.

2.17 Mobile Homes, Manufactured Homes, Travel Trailers and Recreational Vehicles. No mobile home (with or without wheels, temporarily or permanently affixed), manufactured home, travel trailer, or recreational vehicle may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time. In the event of any dispute regarding the effect or application of this Section 2.17, the interpretation of the Highlands at Mayfield Ranch Reviewer will be final.

2.18 Basketball Goals. Permanent basketball goals are permitted on a Lot provided the basketball goal location and all materials are approved in advance and in writing by the Highlands at Mayfield Ranch Reviewer. The basketball goal backboard must be constructed of a clear material, must be perpendicular to, and set back twenty-five feet (25') from, the street, and mounted on a metal pole permanently installed in the ground. Subject to the prior written approval of the Highlands at Mayfield Ranch Reviewer, portable basketball goals may be permitted if they are placed to the side of the driveway at least twenty-five (25') back from the curb. Portable basketball goals may not be rolled into the street or any other public right-of-way

and must be stored out of sight when not in use. All basketball goals must be properly maintained and painted, with the net in good repair.

2.19 Liability of Owners for Damage to Common Area and Special Common Area.

No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or Special Common Area without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, Special Common Area and any improvements constructed thereon; or (ii) any improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in Section 5.11 of the Covenant.

2.20 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.21 Recreational Courts and Playscapes. No recreational, e.g., "sport courts", shall be constructed on any Lot unless expressly approved by the Highlands at Mayfield Ranch Reviewer. The Highlands at Mayfield Ranch Reviewer may prohibit the installation of a recreational court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Highlands at Mayfield Ranch Reviewer. The Highlands at Mayfield Ranch Reviewer may prohibit the installation of recreational courts, playscapes, trampolines, playhouses or similar recreational facilities on any Lot. Tennis courts may not be constructed on any Lot.

2.22 Release and Indemnity. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA OR SPECIAL COMMON AREA. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF ANY COMMON AREA OR SPECIAL COMMON AREA (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY

REASON OF THE ASSOCIATION OR DECLARANTS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

Neither the Association nor Declarant shall assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area or Special Common Area, and in no circumstance shall words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area or Special Common Area.

2.23 Outside Burning. There will be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Highlands at Mayfield Ranch Reviewer shall be permitted. No Owner will permit any condition upon its portion of the Development Area which creates a fire hazard or violates Applicable Law.

2.24 Flags – Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("Permitted Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("Permitted Flagpole"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Highlands at Mayfield Ranch Reviewer. Approval by the Highlands at Mayfield Ranch Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("Freestanding Flagpole").

2.25 Flags – Installation and Display. Unless otherwise approved in advance and in writing by the Highlands at Mayfield Ranch Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;
- (ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height
- (iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

- (iv) With the exception of flags displayed on Common Area or Special Common Area and any Lot which is being used for marketing purposes by a Homebuilder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;
- (vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and
- (ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

2.26 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than twelve (12) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.27 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

- (i) inside the garage of the residence constructed; or
- (ii) behind or on the side of a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence, e.g. behind a privacy fence or other appropriate screening.

The Highlands at Mayfield Ranch Reviewer shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

ARTICLE 3 CONSTRUCTION RESTRICTIONS

3.1 Construction of Improvements. No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Highlands at Mayfield Ranch Reviewer in accordance with the Covenant. All Improvements must strictly comply with the requirements of this First Amended and Restated Development Area Declaration, the First Amended and Restated Design Guidelines and the Architectural Rules and Regulations, unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Highlands at Mayfield Ranch Reviewer as authorized by the Covenant.

3.2 Garages. Each residence within the Development Area must contain a private, enclosed garage capable at all times of housing at least two (2), but no more than three (3) standard size automobiles. All garages shall be approved in advance of construction by the Highlands at Mayfield Ranch Reviewer. Each garage shall have a minimum width, as measure from inside walls, of nine feet (9') per car and a minimum depth for each car of twenty-one feet (21'). No carports or other open automobile storage units will be permitted. Except with respect to detached garages, interior walls of all garages must be finished (i.e., taped, bedded and painted, at a minimum). All garages must have garage doors built or faced with metal siding of a quality and color harmonious with the exterior of the primary dwelling structure. Each garage shall have garage doors that are wired so as to be operated by electric door openers. All garage doors shall remain closed at all times, save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein, when a person is in the garage or engaged in yard work, or there is another activity occurring on the Lot which is reasonably facilitated by an open garage door. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage (i.e., side-entry or front-entry) must be approved in advance by the Highlands at Mayfield Ranch Reviewer. The parking of vehicles in the yard of any Lot is not permitted.

3.3 Fences - Rear and Side Yards. All Lots shall be fenced unless otherwise approved by the Highlands at Mayfield Ranch Reviewer. Except as expressly set forth in this Section 3.3 or otherwise approved by the Highlands at Mayfield Ranch Reviewer, fences shall be of wood, wrought iron or decorative metal construction (any wrought iron or decorative metal shall be of a color and style specified by the Highlands at Mayfield Ranch Reviewer), or a combination thereof approved by the Highlands at Mayfield Ranch Reviewer, and shall be six feet (6') in height. All Lots shall be fenced so that the slats of any portion of a wood fence which faces any existing or proposed road, street or other public right-of-way shall be capped and stained in a color specified by the Highlands at Mayfield Ranch Reviewer. All other wood

fencing shall be "good neighbor fencing" (*i.e.*, fencing with the slats alternating by section of the fence, where a "section" is a portion of the fence between support poles, with the slats in one section facing into the Lot and the slats in the next section facing outward from the Lot). Fences in side yards shall be located (i) so as to screen all air conditioning or other exterior mechanical equipment from view; and (ii) no less than twenty (20) feet behind the front elevation of the primary residential structure. Fences along the side yard of corner Lots shall not be placed closer to the public right-of-way than eight feet (8') feet from such right-of-way or eighteen feet (18') from the back of curb. Lots adjacent to greenbelt, drainage or open area must be fenced with black coated wrought iron or decorative metal construction (any wrought iron or decorative metal shall be of color and style specified by the Highlands Mayfield Ranch Reviewer).

Notwithstanding the foregoing, all Lots in Section 1 and Section 2B shall be fenced unless otherwise approved by the Highlands at Mayfield Ranch Reviewer. Except as expressly set forth in this Section 3.3 or otherwise approved by the Highlands at Mayfield Ranch Reviewer, fences shall be of wood, wrought iron or decorative metal construction (any wrought iron or decorative metal shall be of a color and style specified by the Highlands at Mayfield Ranch Reviewer), or a combination thereof approved by the Highlands at Mayfield Ranch Reviewer, and shall be six feet (6') in height. All Lots shall be fenced so that the slats of any portion of a wood fence which faces any existing or proposed road, street or other public right-of-way shall be capped and stained in a color specified by the Highlands at Mayfield Ranch Reviewer. All other wood fencing shall be "good neighbor fencing" (*i.e.*, fencing with the slats alternating by section of the fence, where a "section" is a portion of the fence between support poles, with the slats in one section facing into the Lot and the slats in the next section facing outward from the Lot). Fences in side yards shall be located (i) so as to screen all air conditioning or other exterior mechanical equipment from view; and (ii) no less than ten (10) feet behind the front elevation of the primary residential structure; and (iii) no farther from the front of the residence than the midpoint of such residence. Fences along the side yard of corner Lots shall not be placed closer to the public right-of-way than eight feet (8') feet from such right-of-way or eighteen feet (18') from the back of curb. Lots adjacent to greenbelt, drainage or open area must be fenced with black coated wrought iron or decorative metal construction (any wrought iron or decorative metal shall be of color and style specified by the Highlands Mayfield Ranch Reviewer).

3.4 Building Materials. All building materials must be approved in advance by the Highlands at Mayfield Ranch Reviewer, and unless otherwise approved by the Highlands at Mayfield Ranch Reviewer, only new building materials (except for used brick) shall be used for constructing any improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the Highlands at Mayfield Ranch Reviewer, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any improvements.

3.5 Masonry Requirements; Foundation Shielding. The exterior of the first floor of each primary dwelling structure shall be at least seventy-five percent (75%) masonry construction and the exterior of each primary dwelling structure shall be at least fifty percent (50%) masonry construction. In addition to the preceding requirements, on all Lots that abut Mayfield Ranch Boulevard (whether along the side or rear of the Lot), the exterior of each primary dwelling structure (both first and second levels) shall be one hundred percent (100%) masonry construction. Further, each exterior (both first and second levels) of a primary dwelling structure that faces a public or private right-of-way, including both exteriors on a corner Lot that face the public or private right-of-way, shall be of one hundred percent (100%) masonry construction. In the event of any question as to whether an exterior faces a public or private right-of-way or abuts Mayfield Ranch Boulevard, the determination of the Highlands at Mayfield Ranch Reviewer shall be conclusive. Only brick, stucco and natural stone shall be considered masonry for purposes of this Section 3.5, and although stucco shall be considered masonry, stucco shall not be used to satisfy more than fifty percent (50%) of the masonry requirement for any primary dwelling. No masonry with gray color tones other than mortar will be permitted. The Highlands at Mayfield Ranch Reviewer, in its discretion, may approve the use of "decorative siding" (fibre-cement or equivalent material only): (i) on up to fifty percent (50%) of the front elevation of a two (2) story primary dwelling structure; or (ii) on front gables above plate line on a one (1) story primary dwelling structure. "Decorative siding" includes vertical board and batten, shakes, scallops and other decorative siding facades as may be approved by the Highlands at Mayfield Ranch Reviewer on a case by case basis in its sole discretion. In no event shall horizontal lap siding be approved as "decorative siding". All siding material shall be manufactured out of fibre-cement (e.g., Hardi-Plank or Cemplank) or an equivalent material approved by the Highlands at Mayfield Ranch Reviewer, and except with respect to decorative siding, will be horizontal lap siding.

Exposed portions of the foundation on each front elevation, and side elevation visible from any street, must be concealed by extending the exterior masonry to within at least twenty-four inches (24") of the finished grade; provided, however, if the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, the Highlands at Mayfield Ranch Reviewer will have the authority to require the use of masonry, in a color approved in advance by the Highlands at Mayfield Ranch Reviewer, to conceal the exposed portion of the foundation.

3.6 Driveways. The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, shall be approved by the Highlands at Mayfield Ranch Reviewer. Each driveway must be wide enough to accommodate two automobiles parked side-by-side. The Highlands at Mayfield Ranch Reviewer may establish design and materials requirements for all driveways and driveway culverts to insure that they are consistent in appearance throughout the Development Area.

3.7 Compliance with Setbacks. Unless otherwise approved in advance by the Highlands at Mayfield Ranch Reviewer, no residence may be constructed within twenty-five feet (25') of the front boundary line of a Lot, within twenty feet (20') of the rear boundary line of

a Lot or within five feet (5') of any side boundary line of a Lot, unless otherwise noted differently on the Plat. In the event of any disagreement regarding the location of the front, rear, or side boundary lines of a Lot, the decision of the Highlands at Mayfield Ranch Reviewer will be final. For the purpose of this restriction, eaves, steps, and open porches will not be considered as part of a residence; however, this Section 3.7 will not be construed to permit any portion of any Improvement on any Lot to encroach upon another Lot or other portion of the Development Area.

3.8 HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Highlands at Mayfield Ranch Reviewer. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, or Special Common Area. All HVAC units must be screened with either: (i) structural screening to match the exterior of the residence or fencing, as approved by the Highlands at Mayfield Ranch Reviewer or (ii) landscaping.

3.9 Alteration or Removal of Improvements. Any construction, other than normal maintenance or exterior painting, which materially alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Highlands at Mayfield Ranch Reviewer.

3.10 Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Highlands at Mayfield Ranch Reviewer. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.11 Construction Activities. This Development Area Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot or within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Development Area Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Highlands at Mayfield Ranch Reviewer in its sole discretion, the Highlands at Mayfield Ranch Reviewer will have the authority to seek an injunction to stop such construction. During the initial construction of a residence, each Lot shall be kept clean and have a trash storage container or dumpster. Such storage container or dumpster must not be over-filled and must be removed promptly after construction is completed. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or

any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area, then the Highlands at Mayfield Ranch Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection therewith.

3.12 Landscaping. Each Owner shall be required, at such Owner's sole cost and expense, to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Highlands at Mayfield Ranch Reviewer. Notwithstanding any provision in this Declaration to the contrary, such landscaping plans must be approved by the Highlands at Mayfield Ranch Reviewer prior to occupancy of the single family residential structure located on the Lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Highlands at Mayfield Ranch Reviewer shall be installed, and all such landscaping shall be completed, on or before three (3) months after the landscaping plans have been approved by the Highlands at Mayfield Ranch Reviewer. In the event of tree disease that can be transmitted to surrounding hardwood trees, the Highlands at Mayfield Ranch Reviewer or its assigns may require the Owner to treat the affected tree or trees or, if not treatable, remove and replace the affected trees. Each Lot shall be landscaped, at a minimum, with (a) full sodded front and side yards (in front of fences), with backyards to be fully sodded by the Owner within thirty (30) days after acquiring the Lot; (b) the following number of hardwood shade trees: two (2) per Lot on all Lots other than corner Lots and four (4) per corner Lot (with two (2) in the front portion of the Lot, and two (2) on the side of the Lot which faces the street), and (c) ten shrubs sized five gallons or more. The hardwood shade trees required by this Section 3.12 shall be no smaller in size than 3" in caliper. All Owners are required to landscape front yards, side yards and adjacent to building foundations. Trees, shrubs, ground covers, seasonal color and sodded grass shall be used in these areas to achieve the landscape intent according to the approved landscaping plans.

3.13 Sight Distance at Intersection. No fence, wall, hedge, or planting that obstructs sight lines at elevations between two feet and nine feet above the roadway may be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point thirty feet (30') from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines as extended. The same sight-line limitations will apply on any Lot within the triangular area formed by the street line, the driveway or alley line and a line connecting them at a point ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. All tree foliage within such distances of intersections must be maintained to meet the sight-line requirements set forth above. Notwithstanding the foregoing or anything in this Development Area Declaration to the contrary, all sight distances required by any applicable governmental authority must be complied with.

3.14 Roofing. Roofing materials shall be limited to thirty (30) year dimensional fiberglass shingles in a "weathered wood" color, and shall be expressly approved by the Highlands at Mayfield Ranch Reviewer. In addition, roofs of buildings may be constructed with "Energy Efficient Roofing" with the advance written approval of the Highlands at Mayfield

Ranch Reviewer. For the purpose of this *Section 3.14*, "Energy Efficient Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Highlands at Mayfield Ranch Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Documents. In conjunction with any such approval process, the Owner should submit information which will enable the Highlands at Mayfield Ranch Reviewer to confirm the criteria set forth in this *Section 3.14*. Any other type of roofing material shall be permitted only with the advance written approval of the Highlands at Mayfield Ranch Reviewer.

3.15 Swimming Pools, Spas and Hot Tubs. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. No swimming pool shall be located in the front or side yard on any Lot. No swimming pool foundation may be exposed more than twenty-four inches (24") above final grade. If more than twenty-four inches (24") of a foundation otherwise would be exposed, the foundation shall be built to include a finished wall matching the exterior wall of the residence, which will extend to within twenty-four inches (24") of final grade. Nothing in this *Section 3.15* is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above-ground or temporary swimming pools are prohibited.

Above-ground spas and hot tubs visible from public view or from an adjacent street or Lot shall be skirted, decked, screened or landscaped in a manner which shields pumps, plumbing, heaters, filters, etc. from view.

No swimming pool, spa or hot tub will be approved unless a principal residential structure has been constructed on the Lot or the swimming pool, spa or hot tub is being constructed at the same time as the principal residential structure.

3.16 Retaining Walls. Each Owner who acquires a Lot with the intent of constructing a residence thereon for sale to a third-party (i.e., a homebuilder) shall be obligated, at its sole cost and expense, to construct any retaining wall which may be required by the Highlands at Mayfield Ranch Reviewer to be constructed on such Owner's Lot. Any retaining wall proposed to be constructed within the Development Area shall be constructed in accordance with specifications set forth by the Highlands at Mayfield Ranch Reviewer, and shall in any case be approved in advance by the Highlands at Mayfield Ranch Reviewer. Without limiting any other requirements or remedies set forth in the Documents, each Owner is solely responsible for

correcting any change in water flow or drainage caused by a retaining wall constructed on such Owner's Lot.

3.17 Building Height. No Improvement greater than thirty-five feet (35') may be constructed on any Lot without the prior written approval of the Highlands at Mayfield Ranch Reviewer. For purposes of this Section 3.17, height shall be measured from the top of the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement.

3.18 Greenbelt/Open Space Lots. Lots adjacent to greenbelt, drainage or open space areas must comply with all of the following: (i) the boundary between the Lot and the greenbelt, drainage or open space area must be fenced, and the fence must be six feet (6') in height, have no gate, and be built of wrought iron or other decorative metal of a color and style specified by the Highlands at Mayfield Ranch Reviewer; and (ii) back yards must be fully sodded with at least two (2) 3" caliper hardwood trees installed by the Owner. All "caliper" measurements referenced in this Development Area Declaration refer to measurements made between three inches (3") and six inches (6") above grade. Sheds or outbuildings on Lots adjacent to Greenbelt/Open Space Lots will be considered on a case-by-case basis by the Highlands at Mayfield Ranch Reviewer. Sheds or outbuildings on Lots adjacent to Greenbelt/Open Space Lots will be considered on a case-by-case basis by the Highlands at Mayfield Ranch Reviewer. No sheds or outbuildings shall be permitted on Lots adjacent to any roadway or on Lots that back up to a greenbelt and have wrought iron fencing.

3.19 Protection of Existing Trees. Existing trees shall be deemed to be trees of 19" caliper and above. During construction, existing trees shall be preserved and protected to the extent reasonable for the intended development, as determined in the sole and absolute discretion of the Highlands at Mayfield Ranch Reviewer. Building or paving operations occurring adjacent to existing trees to be saved shall be in accordance with the Documents. Demolition of existing trees shall mean any operation, including transplanting, which removes, uproots or renders the tree incapable of sustaining a healthy and thriving condition. The Highlands at Mayfield Ranch Reviewer, in its sole and absolute discretion, may require that any tree which it deems to have been unnecessarily demolished shall be replaced with one or more trees of a type and size approved by the Highlands at Mayfield Ranch Reviewer. Unless the Highlands at Mayfield Ranch Reviewer otherwise approves, an existing tree shall be replaced with trees aggregating at least the same number of caliper inches as the existing tree.

3.20 Sidewalks. Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Highlands at Mayfield Ranch Reviewer, a concrete sidewalk complying with the specifications set forth in the applicable plat and the Documents in conjunction with and at the time of construction of the residence constructed on such Lot. Sidewalks shall extend from Lot line to Lot line and shall follow the pattern of the incoming sidewalks (as proposed or built) on adjacent Lots. Placement of sidewalks in public rights-of-way around the terminus of cul-de-sac shall follow the pattern of the incoming sidewalk (as proposed or built) on adjacent Lots and shall be placed four feet (4') from the curb line so as to

insure a continuous walk around the terminus. Owners of corner Lots shall install such sidewalks parallel to the front Lot line and the side street Lot line. If not otherwise provided, Owners of corner Lots shall extend the sidewalks to a terminus at and with the street curb in accordance with all applicable governmental regulations respecting sidewalk construction and/or specifications. Any public utility easements provided along front and side Lot lines may be used for the construction of sidewalks with the prior written approval of the Highlands at Mayfield Ranch Reviewer and of any utility companies furnishing utility service through such easements. The Association shall be responsible for the maintenance and repair of sidewalks that are adjacent or parallel to a public right-of-way.

3.21 Concrete Truck Clean-Out Site. Each Owner who is a Homebuilder may designate a portion of the Development Area owned by such Owner, which must be approved in advance by the Highlands at Mayfield Ranch Reviewer (the "Clean-Out Site") for the cleaning of concrete trucks used by such Owner or its subcontractors during the construction of Improvements on any Lot. Each such Owner or its subcontractors shall restrict its cleaning of concrete trucks to the Clean-Out Site, and shall immediately remove all debris and trash deposited by any concrete truck from property and streets adjacent to the Clean-Out Site. Each Owner shall be obligated to restore any vegetation located within the Clean-Out Site which is removed or damaged as a result of the use of the Clean-Out Site by such Owner or its subcontractors. In the event such Owner fails to comply with the terms of this Section 3.21, Declarant may, at its option, remove any trash or debris and restore any vegetation removed or damaged, and the Owner shall be responsible for reimbursing Declarant for any costs it incurs for such actions. If such Owner fails to pay such costs and expenses upon demand by the Declarant, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot. Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments.

3.22 Solar Energy Device. A solar energy device or apparatus (a "Solar Energy Device") may be installed with the advance written approval of the Highlands at Mayfield Ranch Reviewer.

3.22.1 The Highlands at Mayfield Ranch Reviewer will approve a Solar Energy Device UNLESS the Highlands at Mayfield Ranch Reviewer makes a written determination that placement of the Solar Energy Device will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Highlands at Mayfield Ranch Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement.

3.22.2 Unless otherwise approved in advance and in writing by the Highlands at Mayfield Ranch Reviewer, each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Highlands at Mayfield Ranch Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Highlands at Mayfield Ranch Reviewer. If the Owner desires to contest the alternate location proposed by the Highlands at Mayfield Ranch Reviewer, the Owner should submit information to the Highlands at Mayfield Ranch Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.23 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "Rainwater Harvesting System") may be installed with the advance written approval of the Highlands at Mayfield Ranch Reviewer.

3.23.1 Unless approved in advance and in writing by the Highlands at Mayfield Ranch Reviewer, each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Highlands at Mayfield Ranch Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Highlands at Mayfield Ranch Reviewer.

(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, the Highlands at Mayfield Ranch Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, Special Common Area, or another Owner's Lot, any additional requirements imposed by the Highlands at Mayfield Ranch Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Highlands at Mayfield Ranch Reviewer.

3.24 Utility Lines. Unless otherwise approved by the Highlands at Mayfield Ranch Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.25 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the Highlands at Mayfield Ranch Reviewer.

3.25.1 Approval Conditions. Unless otherwise approved in advance and in writing by the Highlands at Mayfield Ranch Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Highlands at Mayfield Ranch Reviewer. For purposes of this Section 3.25, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the

community. For example, an Owner's Lot plan may be denied if the Highlands at Mayfield Ranch Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or 2) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

(ii) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over twenty percent (20%) of such Owner's front yard or twenty percent (20%) of such Owner's back yard.

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Highlands at Mayfield Ranch Reviewer.

ARTICLE 4 DEVELOPMENT

4.1 Addition of Land. Declarant may, at any time and from time to time, add additional portions of the Property to the Development Area, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Development Area Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Development Area Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Development Area Declaration will be the same with respect to such added land as with respect to the land originally covered by this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to *Section 9.05* of the Covenant) containing the following provisions:

- (A) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (B) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and
- (C) A legal description of the added land.

4.2 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and

obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Development Area Declaration, which will include the recordation information thereof;
- (B) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE 5

GENERAL PROVISIONS

5.1 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the Development Area, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2070, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this Section 5.1 to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5.2 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws.

5.3 Notices. Any notice permitted or required to be given by this Development Area Declaration must be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the

same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

5.4 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

5.5 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

5.6 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

5.7 Enforcement and Non-Waiver. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Development Area Declaration. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of this Development Area Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Development Area Declaration and subject to all of the enforcement procedures set forth herein. The failure to enforce any provision of the Documents at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Documents.

5.8 Construction. The provisions of this Development Area Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Development Area Declaration are intended solely

for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

Unofficial Document

EXECUTED to be effective the 2 day of December, 2022.

DECLARANT:

HIGHLANDS AT MAYFIELD RANCH, LTD., a Texas limited partnership

By: BJM Mayfield Ranch, GP, Inc., a Texas corporation, its General Partner

By: [Signature]
Printed Name: Blake J. Magee
Title: President

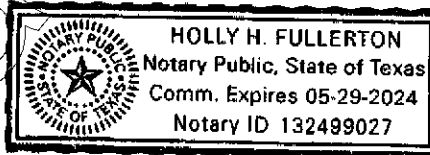
THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 2nd day of December, 2022 by Blake J. Magee President of BJM Mayfield Ranch, GP, Inc., a Texas corporation, General Partner of The Highlands at Mayfield Ranch, Ltd., a Texas limited partnership, on behalf said corporation and limited partnership.

[Signature]

Notary Public, State of Texas

(seal)



Unofficial

EXHIBIT A
DEVELOPMENT AREA

Section 1

All Lots in Highlands at Mayfield Ranch Section 1, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2013113891, Official Public Records of Williamson County, Texas, SAVE AND EXCEPT Lot 10, Block EE therein.

Section 2A

All Lots in Highlands at Mayfield Ranch Section 2A a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2013078128, Official Public Records of Williamson County, Texas, SAVE AND EXCEPT Lot 20B, Block A; Lots 1A and 1B, Block B; Lot 1A, Block D; Lot 1A, Block I; Lot 1, Block HH; Lot 1, Block II, and Lot 1, Block JJ therein.

Section 2B

All Lots in Highlands at Mayfield Ranch Section 2B, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2014065246, Official Public Records of Williamson County, Texas.

Section 3

Lots 14 through 31, Block B; Lots 9 through 20, Block C; Lots 36 through 46 and Lots 48 through 50, Block F; Lots 2 through 28, Block G; Lots 2 through 4, Block H; and Lots 8 through 21 and Lot 23, Block LL, Highlands at Mayfield Ranch, Section 3, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2016014906, Official Public Records of Williamson County, Texas.

Section 3A

Lots 32 through 35 and Lots 37 through 39, Block B, Highlands at Mayfield Ranch, Section 3A, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2021108816, Official Public Records of Williamson County, Texas.

Section 4A

Lots 29 through 32, Block G; Lots 5 through 18, and Lots 35 through 48, Block H; Lot 9, and Lots 10 and 11, and Lots 23 through 28, Block I; Lots 1 through 6, Block J; and Lots 1 through 8, and Lots 23 through 29, Block K, Highlands at Mayfield Ranch, Section 4A, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2016100531, Official Public Records of Williamson County, Texas.

Section 4B

Lots 34 through 51, Block G; Lots 19 through 34, Block H; Lots 7 through 12, Block J; Lots 9 through 22, Block K; and Lots 20 through 32, Block N, Highlands at Mayfield Ranch, Section 4B, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2017104018, Official Public Records of Williamson County, Texas.

Section 5

Lots 52 through 61, Block G; Lots 2 through 19, Block N; Lots 1 through 14 and Lots 21 through 31, Block O; and Lot 28, Block T, Highlands at Mayfield Ranch, Section 5, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2016077971, Official Public Records of Williamson County, Texas.

Section 6B

Lots 62 through 77, and Lots 79 through 84, Block G; Lots 15 through 20, Block O, and Lots 29 through 47, Block T, Highlands at Mayfield Ranch, Section 6B, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2018002736, Official Public Records of Williamson County, Texas.

Section 7

Lots 42 through 55, and Lots 57 through 71, Block A; Lots 1 through 10, and Lots 13 through 22, Block DD; Lots 17 through 19, Block FF; and Lots 1 through 4 and Lots 6 through 10, Block GG, Highlands at Mayfield Ranch, Section 7, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2015002145, Official Public Records of Williamson County, Texas.

Section 8

Lots 73 through 79, Block A; Lots 13 through 27, Block AA; Lots 1 through 19, Block BB; and Lots 1 through 17, Block CC, Highlands at Mayfield Ranch, Section 8, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2015091317, Official Public Records of Williamson County, Texas.

Section 9

Lots 80 through 114, Block A; Lots 1 through 16, Block L; and Lots 1 through 10 and Lots 28 through 35, Block AA, Highlands at Mayfield Ranch, Section 9, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2018037411, Official Public Records of Williamson County, Texas.

Section 10A

Lots 85 through 87, Block G; Lots 1 through 23, Block T; and Lots 30 through 57, Block V, Highlands at Mayfield Ranch, Section 10A, a subdivision located in Williamson County, Texas,

according to the map or plat thereof recorded as Document No. 2019042429, Official Public Records of Williamson County, Texas.

Section 10B

Lots 88 through 100 and Lot 120, Block G; Lots 1, 2, 11 and 12, Block S; Lots 11 through 29, Block V; and Lots 1 through 16, Block W, Highlands at Mayfield Ranch, Section 10B, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2020060695, Official Public Records of Williamson County, Texas.

Section 11

Lots 101 through 119, Lot 121, and Lots 124 through 131, Block G; Lots 3 through 10, Block S; Lots 4 through 15, Block U; and Lots 2 through 20, Block V; Highlands at Mayfield Ranch, Section 11, a subdivision of record in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2020100361, Official Public Records of Williamson County, Texas.

Section 12A

Lots 117 through 143, Block A; Lots 1 through 8 and Lots 10 through 14, Block P; and Lot 42 and Lots 44 through 60, Block Q, Highlands at Mayfield Ranch, Section 12A, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2016100559, Official Public Records of Williamson County, Texas.

Section 12B

Lots 144 through 176, Block A; Lots 1 through 3, and Lots 5 through 14, Block M; and Lots 26 through 32, and Lots 34 through 40, Block Q, Highlands at Mayfield Ranch, Section 12B, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2018110809, Official Public Records of Williamson County, Texas.

Section 13

Lots 151 through 155, Block G; Lots 2 through 24, Block Q; Lots 1 through 18, Block R; Lot 9, Block S; and Lots 1 through 3, Block U, Highlands at Mayfield Ranch, Section 13, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2019081491, Official Public Records of Williamson County, Texas.

Bainbridge Cove

Lots 2 through 11, Block A, Highlands at Mayfield Ranch, Bainbridge Cove, a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2014054697, Official Public Records of Williamson County, Texas.

Section 14

Lots 132 through 150, Block G; Lots 19 through 29, Block R; Lots 1 through 7, and Lots 10 through 17, Block S; and Lots 16 through 25, Block U, Highlands at Mayfield Ranch, Section 14,

a subdivision located in Williamson County, Texas, according to the map or plat thereof recorded as Document No. 2020087137, Official Public Records of Williamson County, Texas.

Unofficial Document

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2022134060

Pages: 39 Fee: \$174.00

12/06/2022 02:51 PM

LMUELLER



A handwritten signature in black ink that reads "Nancy E. Rister".

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document