

THE STATE OF TEXAS
COUNTY OF FAYETTE

KNOW ALL PERSONS BY THESE PRESENTS

FIRST AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
ROUND TOP OAKS SUBDIVISION

WHEREAS, Juniper Hills LLP, executed that certain Declaration of Restrictive Covenants for the Round Top Oaks Subdivision which was recorded under Vol. 1210, Page 485 of the Official Records of Fayette County, Texas;

WHEREAS, pursuant to Article 6.4 of the Declaration, the Declaration may be amended by Members of the Association; and

WHEREAS, the Members desire to amend the Declaration; and

WHEREAS, at a meeting of the Members where a quorum was present the Members by a vote of sixteen (16) in favor and four (4) against said amendment was approved,

NOW THEREFORE, the Declaration is hereby amended to read in its entirety as follows:

THAT Juniper Hills LLP, owners of that certain tract of land containing 75.22 acres in James Winn Survey in the Town of Round Top, in Fayette County, Texas, also known as Round Top Oaks Subdivision ("Subdivision"), further described by metes and bounds on Exhibit "A" which is attached hereto.

WHEREAS, Developer intends by this Declaration (a) to impose upon the Subdivision mutually beneficial restrictions under a general plan of development for the benefit of all owners of real property within the Subdivision, (b) to provide a flexible and reasonable procedure for the overall development of the Subdivision, and (c) to establish a method for the administration, maintenance, preservation, use and enjoyment of the Subdivision;

NOW, THEREFORE, Developer hereby declares that the Subdivision shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which shall run with the Subdivision and be binding upon all parties having any right, title, or interest in and to the Subdivision or any part thereof, their heirs, legal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to The Round Top Oaks Owners Association, Inc., its

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successors and assigns.

“Developer” shall mean and refer to the Juniper Hills I Limited Partnership, or its successors or assigns, who take title to any part of the Subdivision for the purpose of development and/or sale.

“Subdivision” shall mean and refer to The Round Top Oaks Subdivision.

“Restrictions” shall mean and refer to The Round Top Oaks Subdivision Declaration of Restrictive Covenants contained herein (or as may be amended). In the event there is a conflict between the Restriction contained herein and the “Round Top Land Use and Architectural Controls”, the stronger will apply.

“Member” shall mean and refer to a Person entitled to membership in the Association, as provided herein.

“Owner” shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Tract which is part of the Subdivision, but excluding in all cases any Person holding any interest merely as security for the performance of an obligation or Persons who only own an interest in the mineral estate of the Tract. If a Tract is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

“Person” means a natural person, a corporation, a partnership, a trustee or any other legal entity.

“Tract” and “Tracts” shall mean and refer to the numbered lots shown upon the Plat of the Subdivision, together with such additional property as is hereafter subjected to this Declaration by a Supplemental Declaration.

ARTICLE II

USE RESTRICTIONS

Section 2.1 Residential Use. All Tracts shall be used for single family residential purposes only (including servant quarters and guest houses), and no Tract shall be used for multi-family, business, professional, commercial or manufacturing purposes except as (a) use of the residence as family atmosphere Bed and Breakfast with no more than three (3) bedrooms or (b) the residence of a craftsman or artist that may require additional buildings, with restrictions as to their appearance or use (approval to be obtained from The Association), but one that would enhance the value of the Subdivision and the community at large. Retail sales to the general public are not permitted from any of the Tracts. Otherwise, only one residence, not including servant’s quarters or guesthouses, shall be constructed on each Tract. Once construction of a residence is begun, the construction must be completed in 12 months. This includes remodeling to existing houses or houses moved onto the Tract.

Section 2.2 Signs. No signs or advertising may be displayed on the property, except in the event of sale. The Association permits a Bed and Breakfast sign with the approval of the design. Only one Bed and Breakfast sign is allowed per Tract. There may be one for sale sign per Tract. See attached Round Top Ordinance Section 1-46 Signs, set forth in Exhibit "B" which is attached hereto for additional requirements.

Section 2.3 Animals and Pets. There shall be no commercial raising and/or feeding operations of any animal on any Tract. Horses, cattle, goat and sheep may be kept on any Tract, but the Tract on which such animals are kept must be securely fenced so that the animals are restricted to their owner's Tract; no more than two (2) horses, two (2) head of cattle, two (2) sheep or two (2) goats may be kept per each full two (2) acres of land. Domestic animals such as cats and up to three (3) dogs are permitted. No swine may be kept on any Tract.

Section 2.4 Quiet Enjoyment. No noxious or offensive activity shall be carried out upon any Tract nor shall anything be done thereon which may become an annoyance or nuisance to the Owners of adjacent Tracts. The burning of rubbish and trash within the Subdivision is forbidden other than in an incinerator whose design and placement has been approved by the Association.

Section 2.5 Refuse Disposal. No trash, ashes, garbage, or other refuse may be thrown or dumped on any property and no property shall be used or maintained as dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers. All equipment for the storage and exposure of such material shall be kept in a clean and sanitary condition. Each Owner or occupant of a Tract shall keep the Tract clean and free of trash, automobile, and machinery salvage, and shall maintain improvements in a reasonably good state of repair.

Section 2.6 Unightly Storage. No mobile homes or similar temporary structures nor any shack shall be permitted on the property at any time. All boats, tractors, travel trailers, motor homes or commercial vehicles and vehicles that are inoperable or do not have current operation licenses shall not be stored or kept on any tract, except in enclosed garages or storage facilities protected from the view of other Owners. Carports will not be considered to be an enclosed structure. Motor homes and travel trailers may be permitted outside ONLY during the construction phase of a landowner's permanent residence and shall not exceed six (6) months.

Section 2.7 Antennas. No radio or television antenna shall be erected on any structure, which extends to a height of more than ten (10) feet above the roof peak of such structure.

Section 2.8 Mowing. Grass, vegetation and weeds on each Tract shall be cut as often as necessary to maintain a neat and attractive appearance. Each Owner is responsible for mowing the grass fronting their Tract(s) up to the road shoulder.

Section 2.9 Subdividing. Grantee may not subdivide, grant or convey any portion of the property.

Section 2.10 Sewer System. No individual sewage disposal systems shall be permitted on any Tract other than approved septic systems as prescribed by the State of Texas and Fayette County, Texas, and under no condition shall any disposal be made that cannot be wholly contained within the boundaries of the Tract being served by such system. Should the town of Round Top adopt a local sewer system, then any future sewer systems will be subject to the laws and rules governing the local sewer system.

Section 2.11 Architectural Control. The motif and design of the residential buildings and fences must conform to the standards of the Architectural Review Board in Round Top, Texas. A copy of the "Round Top Land Use and Architectural Controls" is included with these Restrictions.

ARTICLE III

EASEMENTS

Section 3.1 Utility Easements. The Developer hereby reserves, unto Developer (so long as Developer owns property in the Subdivision), the Association, and the designees of each (which may include the Town of Round Top, Texas, Fayette County, Texas, and any utility) access and maintenance easements (the "Utility Easements") upon, across, over and under all property within the Subdivision to the extent reasonably necessary for the purpose of installing, replacing, and maintaining television and antenna systems, security systems, roads, ponds, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewer, meter boxes, telephone, gas and electricity. The exercise of the Utility Easements shall not unreasonably interfere with the use of any Tract and, except in any emergency, entry onto the Tracts shall be made only after reasonable notice to the Owner or occupant thereof.

Section 3.2 Road Easement. Developer hereby grants to the Owners a perpetual, nonexclusive easement (the "Road Easement") across that certain roadway (the "Road") shown on the Plat, in the location on the Plat, which the Road Easement shall be subject to the terms of this Declaration, as it may be amended from time to time, and the provisions set forth below:

- (a) The Road Easement is for the purpose of allowing unobstructed pedestrian and vehicular ingress and egress from East Mill Street to the Owner's Tracts.
- (b) Except for garbage pickup, postal deliveries, tractor, trailers or vehicles necessary for construction, no trucks (other than the standard pickup trucks) or heavy equipment may be brought upon the Road by Owners.
- (c) The Road Easement, and the rights and privileges herein described, shall be nonexclusive, and the Developer, and their successors and assigns, reserve and retain the right to use the Road Easement (subject to the terms thereof) as well as the right to convey similar rights and easements to such Persons as they deem proper.

ARTICLE IV

THE ROUND TOP OAKS OWNERS ASSOCIATION

Creation

4.01. The Owners shall constitute the membership of the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

4.02. Membership. Every Owner shall be a Member of the Association. No Owner, whether one or more Persons, shall have more than one (1) membership per Tract owned. The membership rights of a Tract owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Association.

4.03. Voting. The Association shall have two classes of membership, Class A and Class B,

- (a) Class A. Class A Members shall be all Owners with the exception of Class B Member, if any. Class A Members shall be entitled to one (1) vote for each Tract owned. When one Person holds an interest in a Tract, the vote for each Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract.
- (b) Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Tract owned. The Class B membership shall terminate and be converted to Class A membership when the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership.

Management of Association

4.04. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's Certificate of Formation and Bylaws, subject to this Declaration.

Duties and Powers of Board

4.05. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt the Associations Bylaws, to adopt Rules and Regulations to implement this Declaration, and the Association's Bylaws.
- (b) To enforce this Declaration, the Bylaws, its Rules and Regulations(if any).

- (c) To elect officers of the Association and select members of the Committee.
- (d) To delegate its powers to committees, officers, or employees.
- (e) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular annual assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the Bylaws, or the Rules and Regulations.
- (j) To give reasonable notice to all Owners of all annual and special meetings of the membership and all discipline hearings.
- (k) To hold regular meetings of the Board at least quarterly.
- (l) To pay the costs of any liability insurance for members of the Board.
- (m) To borrow money to allow it to carry out the purposes of this Declaration.
- (n) All other powers reasonably necessary to carry on the business of the Association.

4.06. Books and Records. Each Member shall have the right to inspect the books and records of the Association during normal working hours, excluding holidays and weekends upon, first giving reasonable notice to an officer of the Association.

ARTICLE V

ASSESSMENTS

Section 5.1 Annual Assessments and Special Assessments. Developer, for the Tracts they own hereby covenant, and each Owner of any Tract, by acceptance of a Deed thereto, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay the Association the following: (a) annual assessments or charges (the "Annual Assessments") and (b) Special Assessments to be established and collected as hereinafter provided. The Annual and Special Assessments are each sometimes referred to herein as an "Assessment" and collectively referred to herein as the "Assessments."

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Section 5.2 Creation of Lien for Assessments. The Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a vendor's lien, which is hereby reserved in favor of the Association and its successors and assigns, upon each Tract against which each such Assessment is made to the same extent as if retained as a vendor's lien by Developer in each deed to any such Tract and expressly assigned to the Association without recourse; provided, however, that such lien shall be subordinate and inferior to any valid purchase money liens or valid liens securing the construction of improvements. Developer and Landowners do hereby establish, reserve, create and subject their Tracts to such a lien in favor of the Association and its successors and assigns and do hereby assign, without recourse, such lien to the Association; provided, however, that such lien shall be subordinate and inferior to any valid purchase money liens or valid securing the construction of improvements.

Section 5.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of the maintenance of roads, culverts and dams, if any, as well as paying legal and other expenses incurred in connection with the collection, enforcement and administration of the Assessments and the enforcement of this Declaration.

Section 5.4 Annual Assessment. The annual assessment for the Tracts in the Subdivision shall be as follows:

- (a) Commencing January 1, 2004, the annual assessments on any Tract shall be fixed at Fifty Dollars (\$50.00) per Tract.
- (b) The Association may vote any annual assessment increase or decrease. If the maintenance of the roads is dedicated to the Town of Round Top, then the Association may vote a decrease in annual assessments and the road will be exempt from the payment of Assessments.

Section 5.5 Collection of Assessment. Except as otherwise herein provided, as to each Tract, the annual assessment shall commence on January 1, 2004. Written notice of the annual assessment shall be sent to every owner subject thereto. Annual assessments shall be due and payable on the first day of January each calendar year. Tracts purchased at any time will be subject to prorated annual assessments due payable at the time of purchase.

Section 5.6 Enforcement. The Association may bring an action at law to collect any Assessments owing against the Owner obliged to pay the same and to foreclose with a lien filed against the Tract against which such Assessment is levied, or the Association may enforce collection by any other means authorized by law. The Association shall be entitled to recover interest at the highest lawful rate permitted by law, together with all collection costs and reasonable attorney's fees incurred by it in enforcing payment of such Assessments. The sale or transfer of any Tract shall not affect the lien securing the Assessments provided for herein.

Section 5.7 Special Assessments. In addition to the Annual Assessments authorized above,

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the Association may levy, in any year, a Special Assessment applicable to that year for the purpose of repairs or replacement of any road, culvert or dam if necessary. No Special Assessments will be levied before January 1, 2004.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Term. These restriction shall be effective until twenty-five (25) years from the date recording in Fayette County, Texas, and shall automatically be extended thereafter for successive periods of ten (10) years each, unless an instrument in writing, signed by Members representing the majority of the total Class A votes in the Association has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 6.2 Severability. If any one or more of the terms or provision of these restrictions, covenants and easements shall be held invalid or for any reason is non-enforceable, none of the others shall be effected or impaired thereby, but shall remain in full force in effect.

Section 6.3 Compliance. Every Owner and occupant of any Tract shall comply with all lawful provisions of this Declaration and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or by any aggrieved Owner. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be construed to constitute a waiver of the right to enforce such a provision or any other provision hereof.

Section 6.4 Amendment. Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary to bring any provision hereof into compliance with any applicable government statue, rule or regulation, or judicial determination; Developer may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing seventy-five percent (75%) of the total Class A votes in the Association, and the consent of the Class B Member, so long as such Membership exists. Any amendment to be effective must be recorded in the public records of Fayette County, Texas. Any changes much conform with local laws or regulations.

Section 6.5 Transfer of Developer's Rights. Any or all of the special rights and obligations of Developer set forth in this Declaration may be transferred to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by

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Developer and duly recorded in the public records of Fayette County, Texas.

IN WITNESS WHEREOF, the undersigned, being the duly elected Directors of the Association, have hereunto set their hand the 12 day of February, 2016.

Jerald J. Hinkel
Jerry Hinkel, Director
Jerald J. Hinkel JH

Bernadine Gaskamp
Bernadine Gaskamp, Director
Bernadine Gaskamp BG

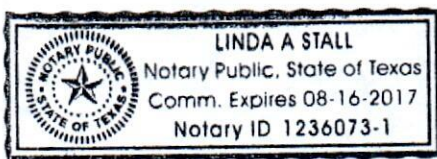
Beverly Conine
Beverly Conine, Director

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

This instrument was acknowledged before me on the 12 day of February, 2016, by ~~Jerry Hinkel~~.

Jerald J. Hinkel
[seal]



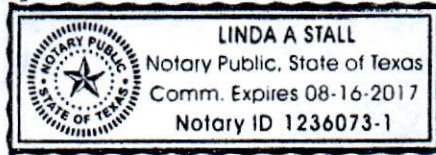
Linda A. Stall
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

This instrument was acknowledged before me on the 12 day of February, 2016, by Bernadine Gaskamp.

[seal]



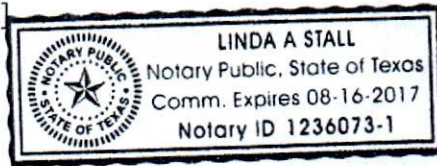
Linda A. Stall
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF FAYETTE §

This instrument was acknowledged before me on the 12 day of February, 2016, by Beverly Conine.

[seal]



Linda A. Stall
Notary Public, State of Texas

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STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the OFFICIAL RECORDS of Fayette County, Texas as stamped hereon above time.

JULIE KARSTEDT, COUNTY CLERK

Stamps: 10 Page(s) *KS*