

**DECLARATION OF RESTRICTIVE COVENANTS  
[VILLAGE AT LEDGE STONE – COMMERCIAL]**

This Declaration of Restrictive Covenants [Village at Ledge Stone – Commercial] (the “**Restrictive Covenant**” or “**Declaration**”), is made by 290 East Bush, Inc., a Texas corporation (“**Declarant**”), and is as follows:

**RECITALS**

**A.** Declarant is the owner of: the real property located in Hays County, Texas, as more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes, the “**Property**”).

**B.** Declarant has agreed to impose upon the Property those covenants, conditions and restrictions set forth hereinbelow for the benefit of the real property located in Hays County, Texas adjacent to the Property, as more particularly described on Exhibit “B” attached hereto and incorporated herein for all purposes (the “**Adjacent Property**”).

**NOW, THEREFORE**, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions which shall run with the Property and: (i) shall be binding upon all parties having right, title, or interest in or to such portion of the Property or any part, their heirs, successors, and assigns; and (ii) that each contract, deed or conveyance of any kind conveying those portions of such Property shall 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, deed or conveyance.

1. **Restrictions Upon the Property.** The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

- (a) **Building Setback.** A building setback line is hereby established along those portions of the Property in the area described and depicted on Exhibit “C” (the “**30’ Building Setback Line**”). No building or other improvement, except landscaping, irrigation and drainage facilities, water quality controls and related facilities, utility facilities, driveways, parking areas, and a perimeter fence shall be constructed within the **30’ Building Setback Line**.
- (b) **Permitted Uses.** No portion of the Property may be used for: (a) a business that specializes in bankruptcy or liquidation sales or the selling of fire damaged items; (b) an auction house, flea market, pawn shop, thrift store or other store which sells used or “second-hand” merchandise; (c) a kennel or other business involving the boarding or care of animals; (d) an establishment for sale of automobiles, trucks, mobile homes, or recreational motor vehicles; (e) a night club, bar, lounge, or tavern; (f) a dance hall (except a professional dance

instruction studio), ballroom, discotheque or game parlor; (g) an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation, magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts); (h) a sexually oriented massage parlor; (i) a gambling establishment or betting parlor; (j) a mortuary, crematorium or funeral home; (k) a dry cleaning plant, central laundry or laundromat; (m) any use which is illegal or which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or hazardous by reason of excess danger of fire or explosion; or (n) any use which is obnoxious to or incompatible with the overall character of the Property.

- (c) Roofing Materials. Highly-reflective roofing materials are expressly prohibited, including, without limitation, aluminized hot-mopped roofs and white or light gray metals which have a metallic appearance in bright sun.
- (d) Masonry Requirements. Except for any loading docks or similar structures, the exterior walls of the rear elevations of all buildings shall consist of one hundred percent (100%) brick, stone, HardiLap or similar cementitious lap siding, or stucco. (Excepting for doors, windows, and accent treatment not to exceed 15% of the surface area of the rear elevation).
- (e) Lighting. Lighting will comply with all applicable requirements promulgated by the City of Dripping Springs (including, without limitation, the "Dripping Springs Lighting Ordinance").
- (f) Deliveries. All deliveries made to the rear of the buildings adjoining the **30' Building Setback Line** to owners, tenants or other occupants of the Property must occur between the hours of 5:00 a.m. and 9:00 p.m. Trash collection for the Property, if within this same area, must occur between the hours of 7:00 a.m. and 10:00 p.m.
- (g) Refuse Collection Areas. Refuse collection areas must be effectively designed to contain all refuse generated on-site and deposited between collections. Deposited refuse must not be visible from outside the refuse enclosure. Refuse collection enclosures shall be screened from view and of a design, construction and location compatible with the permanent building located on the site. To the extent reasonably practicable, refuse collection areas shall be located so as to minimize impact to any adjoining properties. Refuse collection includes the collection of any recyclables.

2. Breach Shall Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant shall entitle the Declarant or the owner of any portion of the Property to cancel, rescind or otherwise terminate this Declaration.

3. General Provisions.

- (a) Inurement. This Restrictive Covenant and the restrictions created hereby are binding upon the owners of all or any portion of the Property.
- (b) Amendment or Cancellation. This Restrictive Covenant may be amended or terminated by recording, in the Official Public Records of Hays County, Texas, an instrument executed and acknowledged by the Declarant and the Enforcing Party.
- (c) Severability; Governing Law. The provisions of this Restrictive Covenant shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. This Restrictive Covenant and all rights and obligations created hereby shall be governed by the laws of the State of Texas. This Restrictive Covenant is performable in Hays County, Texas.
- (d) Notices. Any notice to any owner of the Property shall be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the intended recipient's last known mailing address. All notices under this Restrictive Covenant shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- (e) Enforcement. **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("Lennar"), acting alone, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Restrictive Covenant. Notwithstanding any provision in this Declaration to the contrary, Lennar may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to one or more homeowners associations created for the purpose of administering the affairs of the Adjacent Property (or any portion thereof).

EXECUTED to be effective the 15<sup>th</sup> day of November, 2006.

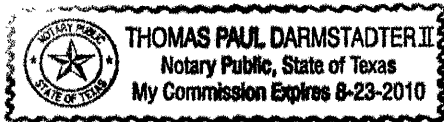
**DECLARANT:**

**290 EAST BUSH, INC.,** a Texas corporation

By: *Michael L. Schoenfeld*  
Printed Name: Michael L. Schoenfeld  
Title: Vice President

THE STATE OF TEXAS     §  
  §  
COUNTY OF HAYS         §

This instrument was acknowledged before me on the 15<sup>th</sup> day of November, 2006 by Michael L. Schoenfeld, Vice President of 290 East Bush, Inc., a Texas corporation.



*Thomas Paul Darmstadter II*  
Notary Public, State of Texas

AFTER RECORDING, please return to Declarant, 290 East Bush, Inc., Attention: Tom Darmstadter II, 13000 Hwy 290 W, Austin, TX 78737-9339.

**CONSENT OF MORTGAGEE**

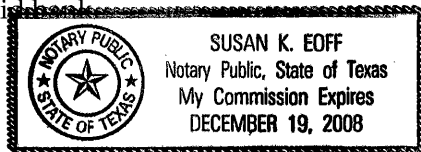
The undersigned, being the sole owner and holder of deed of trust lien dated February 28<sup>th</sup>, 2006, recorded as Document No. 6005774, Official Public Records of Hays County, Texas, securing a note of even date therewith, executes this Covenant solely for the purpose of evidencing its consent to this Covenant.

REGIONS BANK  
An Alabama state-chartered bank

By: *Codie Jenkins*  
Printed Name: Codie Jenkins  
Title: Senior Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF ANGELINA   §

This instrument was acknowledged before me on this 13<sup>th</sup> day of November, 2006 by Codie Jenkins, Senior Vice President of Regions Bank, an Alabama state-chartered bank, on behalf of said bank.



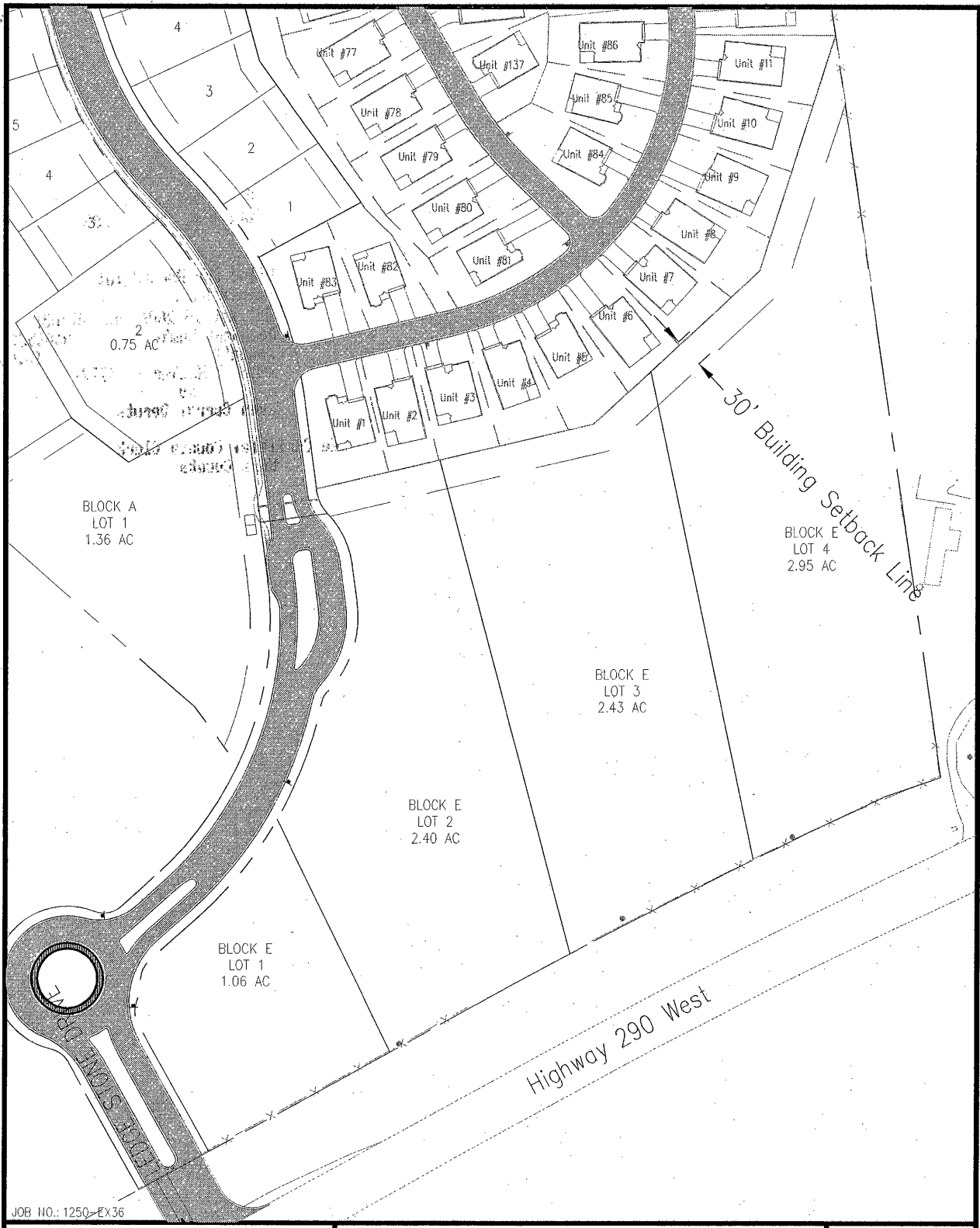
*Susan K. Eoff*  
Notary Public Signature

EXHIBIT "A"

All lots located within Bush Ranch, Phase 1, a subdivision of record in Hays County, Texas according to the map or plat thereof recorded in Volume 13, Pages 225-232, Plat Records of Hays County, Texas, SAVE AND EXCEPT Lots 1 through 4, Block E and Lot 1, Block A.

EXHIBIT "B"

Lots 1 through 4, Block E and Lot 1, Block A in Bush Ranch, Phase 1, a subdivision of record in Hays County, Texas according to the map or plat thereof recorded in Volume 13, Pages 225-232, Plat Records of Hays County, Texas.



CMA ENGINEERING, INC.  
14101 WEST HIGHWAY 290  
BUILDING 600  
AUSTIN, TEXAS 78737  
(512) 894-3230 Fax: (512) 894-3225

# VILLAGE AT LEDGE STONE

## 30' BUILDING SETBACK LINE

EXHIBIT  
C

Bk Vol Pg  
06035026 OPR 3054 456

Filed for Record in:

Hays County

On: Nov 16, 2006 at 02:03P

Document Number: 06035026

Amount: 48.00

Receipt Number - 159721

By:

Lynn Curry, Deputy

Lee Carlisle, County Clerk  
Hays County