

26-2738-C425

CAUSE NO. _____

STEVEN P. BURNS and
LINDA BURNS,

Plaintiffs,

V.

SUNSET RIDGE AT TUCKER KNOB
HOMEOWNERS ASSOCIATION;
TIMOTHY DUSTIN ANGER;
LAUREN ANGER;
TIMOTHY DAVID COLWELL;
DENISE DIANE COLWELL;
BRYAN D. TEICH; and
CYNTHIA A. TEICH,

Defendants.

IN THE DISTRICT COURT OF

WILLIAMSON COUNTY, TEXAS

Williamson County - 425th Judicial District Court

____ JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION, APPLICATION FOR
DECLARATORY JUDGMENT, AND APPLICATION FOR
PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs Steven P. Burns and Linda Burns file this Original Petition, Application for Declaratory Judgment, and Application for Permanent Injunction, and would respectfully show the Court as follows.

I. NATURE OF THE CASE

1. This is a suit to enforce a contract, despite Plaintiffs’ documented and costly efforts to avoid filing it. The *Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob* (the “Declaration”) is a covenant running with the land and binds Plaintiffs and Defendants alike. Under Section 4.01(a)(i), the purposes of the Association are, first and foremost, **“to administer and enforce these Restrictions.”** Under Section 5.06, the

Architectural Control Committee (the “ACC”) “**shall consider and act upon any and all plans and specifications submitted for its approval,**” and its decision binds an Owner only “so long as it is made in good faith and is not unreasonable.” Plaintiffs ask this Court to require nothing more than that.

2. Plaintiffs did not come to this Court first. When the Association questioned the approval status of their plans in October 2025, Plaintiffs halted all construction on Lot 3 and retained counsel, who wrote to the Board rather than file suit; the Association issued a conditional approval of the residence on November 13, 2025, and Plaintiffs authorized their builder to proceed with the residence alone. When the Association’s counsel demanded on February 12, 2026 that Plaintiffs cease constructing a workshop, Plaintiffs answered in writing on February 23, 2026 — enclosing the approved site plan — explaining that no workshop was under construction and that the silt fencing and survey markers the Association had observed served the utility and septic work for the residence it had already approved; Plaintiffs’ general contractor confirmed the same by letter of February 25, 2026. Plaintiffs’ counsel then asked the Association’s counsel to withdraw the attorney’s fee assessment levied against Lot 3 in connection with the approval of Plaintiffs’ construction plans, and asked again on May 8, 2026. The assessment has not been withdrawn.

3. On **June 16, 2026**, rather than build without approval, Plaintiffs submitted to the ACC a complete written application for the workshop, organized against the ACC’s own submission requirements and supported by construction drawings and specifications, an engineered foundation plan, elevation renderings, a site plan, a sealed drainage study, a landscape plan, a tree survey, sightline analyses, and comparative surveys of architectural style within and surrounding the subdivision. The ACC did not acknowledge the application, did not

convene, did not vote, and did not identify a single missing document. On **August 12, 2026** the Association’s counsel wrote that the application was denied — not for any reason stated in Section 5.06, and without reference to the plans at all — because members of the ACC had been served with criminal trespass warnings and the ACC therefore “would be unable to perform the function of inspecting the project.” The same letter offered to reconsider **only if Plaintiffs would rescind those warnings and “agree not to interfere with the functions of the Association and the ACC by contacting law enforcement,”** required an answer within three days, and stated that the Association would otherwise sue to halt construction of the residence it had already approved, with the expense of that suit “likely ... assessed against your Lot 3 in a special assessment.”

4. Plaintiffs do not dispute that the Declaration confers rights of inspection and entry upon the Association and the ACC. **Plaintiffs ask this Court to declare and secure those rights,** upon reasonable notice, as part of the relief sought in this suit. What the Declaration does not confer is the power to refuse to read a set of plans, to condition approval upon an Owner’s silence toward law enforcement, or to charge a single Owner for the cost of proceeding against him.

5. The Association’s counsel wrote on August 12, 2026 that his purpose was “not to ignite a legal dispute,” but “to give you the opportunity to resolve a brewing dispute without the need for any lawyers or courts to be involved, which I’m sure you will agree would be best for all concerned.” Plaintiffs share that objective and spent the better part of a year pursuing it. But the resolution offered was conditioned on terms the Declaration nowhere authorizes — the surrender of an Owner’s recourse to law enforcement as the price of architectural review — and it was offered in the same letter that denied the application, set a three-day deadline, and

threatened to charge the Association's legal fees to Plaintiffs' Lot. That is why this matter comes to the Court rather than becoming the subject of another letter. Plaintiffs bring this suit because the entity charged with administering the Declaration has declined to administer it, and has instead used the machinery of architectural approval and assessment to obtain concessions the Declaration does not authorize. Plaintiffs seek nothing more than performance of the contract, and an order securing the rights of both sides under it.

II. DISCOVERY CONTROL PLAN

6. Plaintiffs intend to conduct discovery under **Level 2** of Texas Rule of Civil Procedure 190.3, and reserve the right to move for a Level 3 plan under Rule 190.4.

III. RULE 47 STATEMENT

7. Pursuant to Texas Rule of Civil Procedure 47(c)(2), Plaintiffs seek **monetary relief of \$250,000 or less and non-monetary relief**, together with attorney's fees, costs, and pre- and post-judgment interest.

IV. PARTIES

8. Plaintiffs Steven P. Burns and Linda Burns are the record owners of Lot 3 of the Sunset Ridge at Tucker Knob subdivision in Williamson County, Texas.

9. Defendant Sunset Ridge at Tucker Knob Homeowners Association (the "Association") is a Texas non-profit corporation, Secretary of State file number 0802340359. It may be served through its registered agent, Cynthia Teich, 517 County Road 254, Georgetown, Texas 78633.

10. Defendants Timothy Dustin Anger and Lauren Anger are the record owners of Lot 4, 531 County Road 254 (Williamson CAD Account R548579), acquired by deed recorded at

Instrument No. 2025092544 on November 21, 2025. Defendants Bryan D. Teich and Cynthia A. Teich are the record owners of Lot 2, 517 County Road 254 (Account R548626), acquired by deed recorded at Instrument No. 2016007462. Defendants Timothy David Colwell and Denise Diane Colwell are the record owners of Lot 1, 505 County Road 254 (Account R548578), acquired by deed recorded at Instrument No. 2016002890. Each may be served at the address of his or her Lot.

11. Defendants Anger, Colwell and Teich are joined **solely in their capacity as record owners of lots burdened and benefited by the Declaration**, because Section 7.01 of the Declaration permits any Owner to enforce its provisions and, under Section 37.006(a) of the Texas Civil Practice and Remedies Code, a declaration does not prejudice the rights of a person who is not a party. Plaintiffs assert no claim of personal liability against them and no claim against any of them on account of his service as a director, officer, or committee member. The conduct described below is the conduct of the Association, acting through its Board and its ACC, for which the Association is answerable.

V. JURISDICTION AND VENUE

12. The amount in controversy exceeds the minimum jurisdictional limits of this Court. This Court may render declaratory judgment under Chapter 37 and grant injunctive relief under Chapter 65 of the Texas Civil Practice and Remedies Code.

13. Venue is mandatory in Williamson County under Section 15.011 of the Texas Civil Practice and Remedies Code because this suit concerns an interest in real property situated in Williamson County, and is proper under Sections 15.002(a)(1)–(3).

VI. CONDITIONS PRECEDENT

14. All conditions precedent to Plaintiffs' claims and to the relief sought have been performed, have occurred, or have been waived or excused.

VII. THE CONTRACT

A. Instruments attached

15. Pursuant to Texas Rule of Civil Procedure 59, the written instruments constituting in whole or in part the claim sued upon are attached hereto and incorporated by reference for all purposes:

- Exhibit A Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob;
- Exhibit B Bylaws of Sunset Ridge at Tucker Knob Homeowners Association;
- Exhibit C Notice of Conditional Approval dated November 13, 2025;
- Exhibit D Application for approval of workshop submitted June 16, 2026, with exhibits;
- Exhibit E Notice to Cease and Desist dated August 4, 2026;
- Exhibit F Notice of Violation dated August 4, 2026; and
- Exhibit G Letter of the Association's counsel dated August 12, 2026.

B. The Property and the Declaration

16. On or about March 22, 2023, Plaintiffs purchased approximately 12.51 acres at 529 County Road 254, Georgetown, Texas 78633, being Lot 3 of the four-lot Sunset Ridge at Tucker Knob subdivision, out of the James Northcross Survey, Abstract 478, by deed recorded at Document No. 202302274 of the Official Public Records of Williamson County, Texas (the "Property" or "Lot 3").

17. The Property is subject to the Declaration, made effective November 16, 2015 and recorded as Document No. 2015110009 in the Official Public Records of Williamson County,

Texas, and to the Association's Bylaws, recorded as Document No. 2015110733 in those same records.

C. What the Declaration obliges the Association to do

18. Section 4.01(a)(i): the purposes of the Association are "to administer and enforce these Restrictions."

19. Section 5.06 obliges the ACC to act, and confines the grounds on which it may refuse:

"The ACC shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration ... No Improvement shall be allowed on any Lot ... which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with other development in the Property and the surrounding area. The ACC shall have the authority to disapprove of any proposed Improvement and the decision of the ACC shall be final and binding so long as it is made in good faith and is not unreasonable."

20. Section 5.06 further provides that if the ACC "fails to review and act on the final plans and specifications, they shall be deemed to have been approved **sixty (60) days**" after receipt, subject only to a thirty-day extension of which written notice is given "within the initial sixty (60) day period."

21. Section 5.02 requires that items presented to the ACC "be decided by a **majority vote** of the Voting Members." Section 5.07 permits one member to act alone only "by resolution **unanimously adopted in writing.**" Article XIV, Section 14.2 of the Bylaws requires that ACC members "shall be elected for one year terms by the members."

22. Section 2.01(A)(a) permits "such accessory structures and buildings as a barn, garage, **work shop**, cabana, guest house and/or servant's quarters," and restricts only their **use and occupancy** before the residence is complete. The definitional exclusion of "mobile homes,

house trailers, relocated homes, modular homes and move-on homes” defines the term “conventionally constructed single-family private residence.” **No provision of the Declaration prohibits a metal, steel or prefabricated accessory structure, or requires an accessory structure to match the residence.**

23. Section 2.01(T) provides that an Owner is in default only upon “**thirty (30) days written notice which shall include an opportunity to cure...** in case of a non-emergency,” and permits verbal notice only “in case of an emergency that threatens **imminent harm to life or property.**”

24. Section 4.01(a)(iv) permits the Association to assess for “costs, including attorney’s fees and other costs of litigation to administer and enforce this Declaration.” Section 4.01(f) requires that “[a]ll assessments adopted by the HOA shall be divided equally among **the four Lot Owners,**” and Section 6.05 requires the same pro rata division. Section 6.06 permits assessment against a specific Lot only “in proportion to the **benefits conferred** or to be conferred” upon it.

25. Section 6.11 provides that where any provision of the Declaration conflicts with Chapter 209 of the Texas Property Code, “Chapter 209 shall govern.”

D. The Association’s rights of inspection, which Plaintiffs do not dispute

26. The Declaration confers rights of entry upon the Association and the ACC: Section 5.06 (inspection of construction in progress), Section 5.14(2) and (5) (inspection of completed work and of work in progress), Section 2.01(Q)(d) (inspection for compliance with the Wildlife Management Use Plan), and Section 2.01(T) (entry to cure a default, after written notice and a failure to remedy).

27. Plaintiffs acknowledge those rights and have never contended otherwise. **Plaintiffs ask this Court to declare them and to establish a protocol for their orderly exercise**, so that the Association may inspect and Plaintiffs may know when entry is authorized. Plaintiffs have offered, and hereby again offer, to consent to entry upon reasonable advance written notice, during daylight hours, for the purposes stated in those Sections.

VIII. THE BREACHES

A. The Association refused to consider the application

28. On **June 16, 2026**, Plaintiffs submitted to the ACC a complete written application for approval of a detached workshop, organized against the submission requirements of Section 5.06(a)–(c) and supported by construction drawings and specifications, an engineered foundation plan, elevation renderings, a site plan, a sealed drainage study, a landscape plan, a tree survey, sightline analyses, and comparative surveys of architectural style within and surrounding the subdivision. It was transmitted on June 17, 2026 to the three persons identified by the Association as its ACC.

29. The ACC did not acknowledge the application, did not convene, did not take a vote, did not identify a single missing document, and did not give written notice of any extension of the review period.

30. On **August 12, 2026**, the Association’s counsel wrote that “the ACC has DENIED your application at this time,” for this stated reason:

“Because the ACC is currently prohibited by the criminal trespass warnings that you had served upon each of the members, threatening them with jail and/or a fine if they set foot on Lot 3, the ACC has determined that it would be unable to perform the function of inspecting the project that is the subject of your application.”

31. The letter identified no deficiency in the plans. It did not address size, architectural design, landscaping, color scheme, exterior finish, materials, or compatibility with other development — the only grounds Section 5.06 supplies. **The Association thereby failed to “consider and act upon” the plans as Section 5.06 requires.**

B. Inspection is a post-approval function, and there was nothing to inspect

32. The inspection powers the Association invoked are, by their own terms, keyed to plans **already approved**. Section 5.06 describes the ACC’s duty as “the inspection of construction in progress, **to ensure conformance with plans and specifications approved by the ACC.**” Section 5.14(1)–(2) provides for inspection “[u]pon the completion of any Improvement **for which the final plans and specifications were approved** under this Declaration.” Section 2.01(Q)(d), the only other right of inspection, concerns compliance with the Wildlife Management Use Plan and has no application to architectural review.

33. Inspection under the Declaration therefore follows approval. It is not, and cannot be, a precondition to it.

34. Moreover, no construction of the workshop has ever begun. Plaintiffs so advised the Association in writing on February 12 and February 23, 2026, and Plaintiffs’ general contractor so advised the Association by letter dated February 25, 2026. **There was nothing on the Property to inspect, and the application consisted of documents.**

35. The Association’s own counsel had said as much eight days before the denial. In his letter of **August 4, 2026** he wrote:

“With respect to your clients’ complaint for criminal trespass, consent is a defense, and consent can be express or implied, and based upon a contract between the parties. Here, the Declaration expressly provides consent to enter onto your clients’ property. ... Because the HOA has express consent to enter onto

Lot 3 for the purposes stated in the Declaration, your clients do not have probable cause to initiate any prosecution of the members of the HOA or the ACC.”

36. If the Declaration supplies express consent to enter, as the Association asserted on August 4, 2026, then the criminal trespass warnings did not prevent the ACC from inspecting, and the sole ground stated for the denial of August 12, 2026 was without foundation.

C. The Association treated an alleged default as a discharge of its own obligations

37. No provision of the Declaration obliges an Owner to refrain from communicating with law enforcement, and Plaintiffs breached no covenant by doing so.

38. Section 5.06 states the ACC’s obligation without condition: the ACC “shall consider and act upon any and all plans and specifications submitted for its approval.” It is not qualified by any default of the Owner.

39. Where an Owner is in default, the Declaration prescribes what the Association is to do. Section 2.01(T) requires thirty days’ written notice with an opportunity to cure in a non-emergency, permits shorter notice only for “an emergency that threatens imminent harm to life or property,” and confers a right of entry to cure after notice and a failure to remedy. Section 7.01 confers “each and all of the rights and remedies which may be available at law or in equity.”

Suspension of the ACC’s duty to consider plans is not among the remedies the Declaration provides.

40. The Association did not give notice under Section 2.01(T), did not enter to cure, and did not seek an injunction compelling access. It instead offered to reconsider the application if Plaintiffs would “agree not to interfere with the functions of the Association and the ACC by contacting law enforcement.”

D. The Association conditioned approval upon a concession the Declaration does not authorize

41. The same letter stated that “if you were to rescind the criminal trespass warnings, and **agree not to interfere with the functions of the Association and the ACC by contacting law enforcement**, you may re-submit your application to the ACC for consideration.” Two days earlier, on August 10, 2026, the Association’s counsel had written that Plaintiffs’ answer on an unrelated covenant question “will impact the ACC’s ability to approve the application before them.”

42. No provision of the Declaration authorizes the Association or the ACC to condition architectural approval upon an Owner’s agreement to refrain from communicating with law enforcement. A decision made upon that condition is not made in good faith and is not reasonable within the meaning of Section 5.06.

E. The Association applied a requirement that appears in no recorded instrument

43. On October 15, 2025, before any review of any workshop application, the Association’s then-counsel wrote that “there can be no metal building constructed on this lot, and the HOA will not approve any metal building proposed to be built.” On October 17, 2025 he wrote that “[t]he ACC has **uniformly required exterior design and construction of appurtenances to match the main residence...** and the Board has never allowed any metal buildings to be constructed.”

44. No such requirement appears in the Declaration. On information and belief, no such rule or guideline has been adopted in writing, delivered to Owners with the thirty days’ notice required by Section 4.02 of the Declaration, or filed in the real property records of Williamson County as Section 202.006 of the Texas Property Code requires of a dedicatory instrument.

45. Nor is the subdivision architecturally uniform. Its four residences comprise four unrelated architectural styles employing three different roofing materials; corrugated metal roofing is already present upon one of them; and on November 12, 2025 the ACC approved a black standing-seam metal roof for Plaintiffs' own residence.

F. The Association levied an assessment against a single Lot

46. By statement dated January 1, 2026 and transmitted on February 23, 2026, the Association charged Lot 3 with a 2025 "Special Assessment — Legal" of **\$7,290.00**, said to be due upon receipt. The charge was levied against Lot 3 alone. It was not divided equally among the four Lot Owners as Section 4.01(f) and Section 6.05 require, and it conferred no benefit upon Lot 3 within the meaning of Section 6.06.

47. It was also levied without itemization, without any board resolution disclosed to Plaintiffs, without the notice and opportunity to be heard required by Sections 209.006 and 209.007 of the Texas Property Code, and without a meeting noticed and held in accordance with Section 209.0051 — all made controlling by Section 6.11 of the Declaration.

48. In letters dated February 12, 2026, August 4, 2026, and August 12, 2026, the Association has repeated that the cost of litigation against Plaintiffs will likewise be assessed against Lot 3.

G. The Association gave three days' notice where the Declaration requires thirty

49. The notice to cease and desist of August 4, 2026 and the letter of August 12, 2026 each demanded compliance within **three days**, upon pain of suit. The August 4 notice asserted that because of the criminal trespass warnings "the HOA considers this an emergency matter that requires only three (3) days' notice." Section 2.01(T) permits notice shorter than thirty days only for "an emergency that threatens **imminent harm to life or property.**" No such emergency

existed. At the time of the August 12 letter no workshop construction had begun, and none has begun since.

H. The ACC has never been constituted as the governing documents require

50. The Association held a meeting of its members on **March 11, 2026**, at which persons were named as directors and as members of the ACC. Notice of that meeting was given by a document dated February 11, 2026 and mailed February 12, 2026, signed “Bill Benton, President, Sunset Ridge at Tucker Knob HOA” — **by a person who had sold his Lot and ceased to be an Owner in November 2025**. The notice stated the purpose of the meeting only as “to conduct official business of the Association, including discussion and action on matters affecting the subdivision and any other business that may properly come before the members.”

51. No minutes of that meeting, and no record of any vote taken at it, have ever been published or produced to Plaintiffs. Nor were its results reflected in the Association’s public filings within the thirty days Section 209.004(b) of the Texas Property Code allows: as late as May 8, 2026, the Public Information Report on file with the State still identified as the Association’s President and Secretary two persons who had sold their Lots and ceased to be Owners in November 2025. No management certificate for the Association appears in the records of the Texas Real Estate Commission at all.

52. No act of the ACC bearing upon Plaintiffs’ application of June 16, 2026 has been shown to have been taken by majority vote of the Voting Members as Section 5.02 requires, or pursuant to a resolution unanimously adopted in writing as Section 5.07 permits. The letter of August 12, 2026 does not purport to be the product of any meeting or vote.

I. The approved residence

53. By letter dated November 13, 2025 the Association gave notice that the ACC, “by unanimous vote submitted on November 12, 2025,” had approved the designs for Plaintiffs’ residence, subject to conditions. Plaintiffs relied upon that approval and have expended substantial sums constructing the residence. The Declaration contains no provision permitting the Association, the Board or the ACC to revoke an approval once given. The letter of August 12, 2026 nonetheless threatens suit “to stop all construction on Lot 3.”

J. The Association has never endorsed or returned any submission

54. Section 5.12 of the Declaration requires that final construction plans and specifications “shall be submitted in triplicate to Bill Benton, 1251 County Road 248, Georgetown, Texas 78633, or such other address as may be designated from time to time by the ACC, **one (1) copy of which will be returned to the applicant with an endorsement as to the date it was received by ACC.**”

55. The ACC has never returned to Plaintiffs an endorsed copy of any submission, and has never endorsed any submission with the date of its receipt — not upon the delivery of October 22, 2025, and not upon the application of June 16, 2026. Nor, upon information and belief, has the ACC designated any submission address since the departure of the person named in Section 5.12, who is no longer an Owner.

56. The endorsement Section 5.12 requires is the instrument by which the date of receipt — and therefore the running of the sixty-day period under Section 5.06 — is fixed. **The Association’s failure to perform Section 5.12 is the source of the uncertainty it now invokes as to when, or whether, its review period began.**

K. The assessments were adopted and made payable contrary to Articles IV and VI

57. Section 6.03 provides that a special assessment “shall be due on such date as the Board shall specify, **but not sooner than thirty (30) days after the date of the special assessment.**” Section 4.01(e) provides that “[a]ll special assessments shall be due no sooner than ten (10) days after the date upon which they are adopted by the Board.” The 2025 “Special Assessment — Legal” of \$7,290.00 was stated to be **“due upon receipt,”** and its payment was demanded before a meeting called for March 11, 2026.

58. Section 6.02 requires that the regular annual assessment “shall be determined by the Board for the following year no later than December 31 of the preceding year,” and that the Board “shall propose an annual assessment to the Owners **at the annual meeting, as provided for in the Bylaws.**” Section 4.01(d) is to like effect. Bylaws Section 6.5 requires written notice of each meeting of the members not later than the tenth day before the meeting.

59. Plaintiffs received no notice of any annual meeting, and no annual assessment was proposed to them at any meeting. The 2026 statement bears the date January 1, 2026 but was not transmitted to Plaintiffs until February 23, 2026, and was transmitted by a person who had by then sold her Lot and ceased to be an Owner.

L. The Association undertook to arrange the wildlife management engagement and did not

60. Section 4.01(a)(iii) makes it a purpose of the Association “to ensure the Subdivision remains in full compliance with the Wildlife Management Use Plan described in Section 2.01(Q).” In its letter of November 13, 2025 the Association stated: “The Association wishes to extend an invitation to the Burns to join in the collective renewal of these permits through Plateau Wildlife Management... **A meeting is planned with Plateau and the Board will communicate with your clients to arrange a mutually acceptable time for all owners to visit with Plateau in the near future.**”

61. Plaintiffs asked the Association to schedule that meeting by written requests of November 21 and November 30, 2025. The Association did not respond and no such meeting was ever arranged. On August 4, 2026 the Association served Plaintiffs with a notice of violation for having failed to engage the very consultant the Association had undertaken, and failed, to convene the Owners with.

IX. CAUSES OF ACTION

COUNT ONE — BREACH OF CONTRACT *(the Declaration and Bylaws)*

62. Plaintiffs incorporate the preceding paragraphs.

63. The Declaration and the Bylaws are valid and enforceable contracts. They are covenants running with the land and bind Plaintiffs and the Association alike. Plaintiffs are parties to and beneficiaries of them.

64. Plaintiffs performed. They submitted a complete application conforming to Section 5.06(a)–(c) on June 16, 2026; they hold a wildlife management valuation filed with and granted by the Williamson County Appraisal District for 2024 through 2028; they paid the 2026 regular assessment and the landscaping charge; and they have acknowledged the Association’s rights of inspection and offered access upon reasonable notice.

65. The Association breached the Declaration and the Bylaws by:

- (a) failing to “consider and act upon” the plans and specifications submitted June 16, 2026, as Section 5.06 requires;
- (b) refusing the application upon a ground that appears nowhere in Section 5.06, and conditioning reconsideration upon Plaintiffs’ agreement to refrain from communicating with law enforcement — a decision neither made in good faith nor reasonable within the meaning of Section 5.06;
- (c) applying to Plaintiffs a requirement that accessory structures match the residence, which appears in no provision of the Declaration, was never adopted or noticed

under Section 4.02, and was never recorded as Section 202.006 of the Texas Property Code requires;

- (d) purporting to act without the majority vote required by Section 5.02 and without the written unanimous designation permitted by Section 5.07, and failing to keep or produce any record of the ACC's actions;
- (e) levying the \$7,290.00 special assessment against Lot 3 alone, contrary to Sections 4.01(f) and 6.05, and outside the "benefits conferred" limitation of Section 6.06;
- (f) demanding compliance on three days' notice where Section 2.01(T) requires thirty days and an opportunity to cure, absent any emergency threatening imminent harm to life or property;
- (g) refusing to perform its own obligations under Section 5.06 on the ground of an alleged default by Plaintiffs, where Plaintiffs breached no covenant, where any alleged breach was immaterial to the obligation suspended, and where the Declaration prescribes the remedies for an Owner's default at Sections 2.01(T) and 7.01 and does not include suspension of the ACC's duty to consider plans; and
- (h) failing to return an endorsed copy of any submission bearing the date of its receipt, as Section 5.12 requires, and failing to designate any current address for submissions;
- (i) making the 2025 special assessment payable "upon receipt," when Section 6.03 requires that a special assessment be due no sooner than thirty days after the date of the assessment and Section 4.01(e) no sooner than ten days after adoption;
- (j) adopting the 2026 regular assessment without determining it by December 31 of the preceding year, without proposing it to the Owners at an annual meeting as Sections 6.02 and 4.01(d) require, and without the notice of meeting required by Bylaws Section 6.5;
- (k) undertaking in its letter of November 13, 2025 to arrange a meeting of all Owners with the designated wildlife management consultant, failing to do so despite Plaintiffs' written requests of November 21 and November 30, 2025, and thereafter declaring Plaintiffs in violation of Section 2.01(Q) for not having engaged that consultant; and
- (l) failing to observe Sections 209.004 (including the thirty-day duty to update a management certificate upon a change), 209.006, 209.007 and 209.0051 of the Texas Property Code, which Section 6.11 of the Declaration makes controlling.

66. These breaches proximately caused Plaintiffs damages within the jurisdictional limits of this Court, including professional, design and engineering fees expended upon an

application never considered; duplicative production and delivery costs; delay and escalation costs; and the amount of the invalid assessment.

67. Plaintiffs presented their claim and the Association has failed to tender performance. Plaintiffs are entitled to recover reasonable attorney's fees under **Section 38.001(b) (8) of the Texas Civil Practice and Remedies Code** and under **Section 7.01 of the Declaration**.

COUNT TWO — DECLARATORY JUDGMENT
(Tex. Civ. Prac. & Rem. Code ch. 37)

68. Plaintiffs incorporate the preceding paragraphs.

69. A justiciable controversy exists as to the parties' rights and obligations under the Declaration and the Bylaws, and a declaration is necessary to settle it and to govern the parties' dealings going forward. Plaintiffs request that the Court declare that:

- (a) Section 2.01(A)(a) permits a **work shop** as an accessory structure; the exclusion of "mobile homes, house trailers, relocated homes, modular homes and move-on homes" defines the term "conventionally constructed single-family private residence" and does not apply to accessory structures; and the proviso restricts only the **use and occupancy** of an accessory structure before the residence is complete;
- (b) no provision of the Declaration prohibits a metal, steel or prefabricated accessory structure, or requires an accessory structure to match the appearance, materials or color of the residence;
- (c) any rule or guideline requiring accessory structures to match the residence is a dedicatory instrument under Section 202.001 of the Texas Property Code and has **no effect** unless filed in the real property records of Williamson County as Section 202.006 requires and noticed as Section 4.02 of the Declaration requires;
- (d) the grounds upon which the ACC may disapprove an Improvement are those stated in Section 5.06, and the inability of the ACC to inspect is not among them;
- (e) the inspection powers conferred by Sections 5.06 and 5.14 are **post-approval compliance functions**, keyed to plans and specifications already approved by the ACC, and are not a precondition to the ACC's consideration of an application;

- (f) an Owner's communication with law enforcement is not a breach of any covenant, condition or restriction contained in the Declaration; and that no default or alleged default by an Owner discharges the ACC of its obligation under Section 5.06 to consider and act upon plans and specifications submitted to it, the Declaration having prescribed the remedies for an Owner's default at Sections 2.01(T) and 7.01;
- (g) the decision communicated on August 12, 2026 was not made in good faith and was not reasonable within the meaning of Section 5.06, is therefore **not final and binding**, and constituted an arbitrary, capricious and discriminatory exercise of discretionary authority under Section 202.004(a) of the Texas Property Code;
- (h) neither the Association nor the ACC may condition approval, or the exercise of any right under the Declaration, upon an Owner's agreement to refrain from communicating with law enforcement, and any such condition is void;
- (i) in the alternative, the plans submitted June 16, 2026 are **deemed approved** under Section 5.06, the ACC having failed to review and act upon them within sixty days and having given no written notice of extension within that period;
- (j) the approval of the residence issued November 12–13, 2025 remains in force, and no provision of the Declaration empowers the Association, the Board or the ACC to revoke, suspend or condition it;
- (k) Section 2.01(Q)(a) requires an Owner to work with the designated consultant **to file** a Wildlife Management Use Plan with the Williamson County Appraisal District and to furnish the Association a copy, and does not condition development, habitation or architectural approval upon the retention of any particular vendor; and that Plaintiffs are in compliance;
- (l) the 2025 "Special Assessment — Legal" of \$7,290.00 is invalid and unenforceable, and that any assessment for the costs of administering or enforcing the Declaration must be **divided equally among the four Lot Owners** under Sections 4.01(f) and 6.05, and may not be levied against a single Lot except in proportion to benefits conferred upon that Lot under Section 6.06;
- (m) a special assessment may not be made payable sooner than thirty days after the date of the assessment under Section 6.03, nor sooner than ten days after adoption under Section 4.01(e); and that a regular annual assessment must be determined no later than December 31 of the preceding year and proposed to the Owners at a duly noticed annual meeting under Sections 6.02 and 4.01(d) and Bylaws Section 6.5;
- (n) the Association and the ACC **hold the rights of entry and inspection** conferred by Sections 5.06, 5.14 and 2.01(Q)(d) of the Declaration; that Plaintiffs consent to their exercise upon reasonable advance written notice during daylight hours for the purposes there stated; and that the Court establish a protocol governing such entry; and

- (o) no act of the ACC bearing upon Plaintiffs' application of June 16, 2026 was taken by majority vote of the Voting Members as Section 5.02 requires or pursuant to a resolution unanimously adopted in writing as Section 5.07 permits, and the purported decision of August 12, 2026 is accordingly not an act of the ACC.

70. Plaintiffs seek their reasonable and necessary attorney's fees under Section 37.009 of the Texas Civil Practice and Remedies Code and Section 5.006 of the Texas Property Code.

COUNT THREE — PERMANENT INJUNCTION
(Tex. Civ. Prac. & Rem. Code ch. 65)

71. Plaintiffs incorporate the preceding paragraphs.

72. Plaintiffs have a probable right to the relief sought and the Association threatens continuing wrongful acts: the levy of assessments for litigation costs against Lot 3 alone; suit to halt construction of an approved residence; and the conditioning of architectural approval upon Plaintiffs' silence toward law enforcement.

73. These threatened acts would cause imminent and irreparable injury for which there is no adequate remedy at law. Interference with the use and development of real property is not susceptible of precise measurement in damages, and an assessment levied against Lot 3 would ripen into a lien upon it under Section 4.01(g).

X. ATTORNEY'S FEES

74. Plaintiffs have retained the undersigned counsel and agreed to pay reasonable fees. Plaintiffs seek recovery under Section 38.001(b)(8) of the Texas Civil Practice and Remedies Code (breach of contract); Section 7.01 of the Declaration (an Owner who seeks to enforce the Declaration and prevails); Section 5.006 of the Texas Property Code (prevailing

party who asserted an action for breach of a restrictive covenant); and Section 37.009 of the Texas Civil Practice and Remedies Code. Plaintiffs also seek conditional appellate fees.

XI. RULE 193.7 NOTICE

75. Pursuant to Texas Rule of Civil Procedure 193.7, Plaintiffs give notice that they intend to use all documents produced by any Defendant in response to written discovery against that Defendant in any pretrial proceeding or at trial.

XII. TRIAL TO THE COURT

76. Plaintiffs do not demand a jury. Plaintiffs request that this cause be tried to the Court.

XIII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer, and that upon final trial the Court:

1. Award Plaintiffs **actual damages** for breach of the Declaration and Bylaws;
2. Render **judgment declaring** the rights and obligations of the parties as set out in Paragraph 69(a) through (o);
3. Enter a **mandatory injunction** requiring the ACC, within thirty days, to convene, to consider the application submitted June 16, 2026 upon the criteria stated in Section 5.06, and to issue a written decision stating its determination and the specific provisions of the Declaration relied upon;
4. Enter a **permanent injunction** restraining Defendants and all persons in active concert with them from:

- (a) levying, assessing or collecting against Lot 3 any assessment for the costs or attorney's fees of administering or enforcing the Declaration except as divided equally among the four Lot Owners under Sections 4.01(f) and 6.05;
- (b) taking any action to collect or enforce the 2025 "Special Assessment — Legal" of \$7,290.00, or asserting any lien upon Lot 3 on account of it;
- (c) interfering with or attempting to halt construction of the residence approved November 12–13, 2025;
- (d) conditioning any approval or exercise of discretion under the Declaration upon Plaintiffs' agreement to refrain from communicating with any law enforcement agency; and
- (e) taking enforcement action against Plaintiffs without first complying with Section 2.01(T) of the Declaration and Sections 209.006 and 209.007 of the Texas Property Code;

5. Enter an order **confirming the Association's rights of entry and inspection** under Sections 5.06, 5.14 and 2.01(Q)(d) of the Declaration and establishing a protocol for their exercise upon reasonable advance written notice;

6. Award Plaintiffs their **reasonable and necessary attorney's fees**, at trial and conditionally on appeal, together with costs of court;

7. Award pre-judgment and post-judgment interest at the maximum lawful rates; and

8. Grant such other and further relief, at law or in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,

/s/ John P. Henry

JOHN P. HENRY

State Bar No. 24055655

JOHN HENRY & ASSOCIATES, PLLC

407 West Liberty Avenue

Round Rock, Texas 78664

Telephone: (214) 673-1960

jhenry@jhenrylaw.com

ATTORNEY FOR PLAINTIFFS

STEVEN P. BURNS and LINDA BURNS

EXHIBIT

A

Declaration of Covenants, Conditions and Restrictions
for Sunset Ridge at Tucker Knob

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
SUNSET RIDGE AT TUCKER KNOB**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob (this "Declaration") is made and entered into by **3BJ Holdings, Inc.**, a Texas corporation (herein called "Declarant") as of the **16th day of November 2015**, the "Effective Date" of this Declaration.

RECITALS

Declarant is the owner of that certain real property, being, more or less, out of the JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, in Williamson County, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Property").

1. Declarant has subdivided the Property into four (4) unplatted lots (collectively herein defined as the "Lots" and singularly as a "Lot"), being Lots 1, 2, 3 and 4 of Sunset Ridge at Tucker Knob Subdivision (the "Subdivision") according to the survey of the Property, attached hereto and incorporated herein for all purposes in Exhibit "B";

2. Declarant desires to create and carryout a uniform plan for the development, improvement, maintenance, repair and disposition of the Property for the benefit of the present and future Owners of the Property; and

3. Declarant desires to create a residential, conservation community which will create a model for others; where residents live in harmony with nature, and where the unique and important natural, ecological, open space and scenic resources of Sunset Ridge at Tucker Knob are maintained and enhanced in connection with, and as part of the promotion of the health, safety and welfare of the Owners of the Lots; and to provide a general and uniform plan for the orderly development and improvement of the Property and for the maintenance of the Common Area to insure that Sunset Ridge at Tucker Knob is developed, improved, used, occupied, maintained and enjoyed as an aesthetically uniform, environmentally sensitive, and desirable residential area in order to enhance the general welfare, quality of life, and the property values of all Owners and occupants of the Lots.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which shall run with the land being the Property, and same shall be binding on all parties having any right, title or interest in or to the Property, the Lots or any part thereof, and their respective heirs, successors and assigns, and the same shall inure to the benefit of each Owner thereof;

AND FURTHERMORE, Declarant hereby declares that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof 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 or referred to in any such contract or deed; and

This Declaration has been made on the following terms and conditions:

ARTICLE I DEFINITIONS

1.01 Certificate of Formation. The Certificate of Formation for Sunset Ridge at Tucker Knob Homeowners Association, a Texas non-profit corporation, as filed with the Texas Secretary of State effective as of November 30, 2015, under File No. 802340359, and as amended from time to time according to the provisions thereof.

1.02 Association. Shall mean and refer to Sunset Ridge at Tucker Knob Homeowners Association, a Texas non-profit corporation, its successors and assigns, also referred to herein as the "HOA".

1.03 Board. Shall refer to the Board of Directors of the Association.

1.04 Bylaws. Shall be the Bylaws of Sunset Ridge at Tucker Knob Homeowners Association, as amended from time to time according to the provisions thereof and the Texas Business Organizations Code.

1.05 Common Area. Shall mean all real and personal property owned by the Association on, under or across the Property, as described more fully in Article III.

1.06 Declarant. Shall have the same definition as set forth in the preamble to this Declaration.

1.07 Declaration. Shall have the same definition as set forth in the preamble to this Declaration, as the same may from time to time be amended.

1.08 Architectural Control Committee or "ACC". Shall mean the committee appointed by the Declarant or by the Board pursuant to this Declaration and the Bylaws, and their respective successors and assigns.

1.09 Property. Shall have the same definition as set forth in the recitals to this Declaration.

1.10 Owner(s). Shall mean and refer to one or more persons or entities holding any portion of legal or equitable title in and to any Lot. The definition of "Owner" does not include (i) any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein; or (ii) a lessee or tenant of an Owner..

1.11 Single Family Residence. Shall refer to a structure containing one dwelling unit only, and which is not occupied by more than one family.

1.12 Lot(s). Shall have the same definition as set forth in the recitals to this Declaration.

1.13 Visible from Neighboring Property. Shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation not greater than the elevation of the base of the object being viewed.

1.14 Improvement. Shall mean a residential dwelling or any appurtenant detached structure constructed on any Lot, with a floor area of at least 250 square feet.

1.15 Wildlife Management Use. Shall mean devoting the principal use of the Property to a Wildlife Management program carried out in compliance with Texas Tax Code Section 23.51(7).

1.16. Wildlife Management Use Plan. Shall mean the written plan used to implement a Wildlife Management program and filed with the Williamson County Appraisal District in Williamson County, Texas.

1.17 Wildlife Management Use Practices. Shall mean the wildlife management practices that are identified in the Wildlife Management Use Plan that are required to be implemented on the Common Area and each Lot.

1.18. Gate. Shall have the meaning defined in Section 3.01(b) below.

1.19. Driveway. Shall have the meaning defined in Section 3.01(a) below.

1.20. Pump House. Shall have the meaning defined in Section 3.01(b) below.

1.21. Interior Lotline Clearance Setback. Shall have the meaning defined in Section 2.01(B) below.

1.22. Perimeter Lotline Clearance Area. Shall have the meaning defined in Section 3.01(c) below.

1.23. Rules. Shall mean and refer to the rules governing the use and occupancy of the Subdivision as may be promulgated by the Association by, through and under its Board from time to time, pursuant to Section 4.02 below.

ARTICLE II GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 A. Land Use

(a) All Lots are restricted to single-family residential use. No structures shall be erected, placed or maintained on any Lot other than a conventionally constructed single-family private residence with such accessory structures and buildings as a barn, garage, work shop, cabana, guest house and/or servant's quarters; provided, however, no such accessory structures and buildings may be used or occupied until the residence on the Lot has been completed. No Improvement shall be constructed unless it has received prior written approval of the ACC in accordance with Article IV of this Declaration. Not more than one single-family residence may be constructed on a Lot. The term "conventionally constructed single-family private residence" shall mean such structures that are permanently constructed on each Lot, and shall expressly exclude mobile homes, house trailers, relocated homes, modular homes and move-on homes. Notwithstanding the foregoing, during construction of any Improvement, and subject to the prior approval of the ACC, a builder or contractor may maintain a construction office trailer or building on the Lot subject to such Improvement. No professional activities, businesses, or commercial activity to which the general public is invited shall be conducted on any Lot, other than the sale of Lots by Declarant or the Owner of a Lot reselling the Lot and improvements thereon, provided, however, that an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) the business activity is conducted without the employment of persons other than the residents of the

home constructed on the Lot; (ii) the existence or operation of the business activity is not Visible Form Neighboring Property, or apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot or Common Area; (iii) the business activity does not create any nuisance to any Owner or the Association; (iv) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (v) the business does not generate more than one (1) commercial vehicle at any Lot at any given time. As applied herein "commercial vehicle" shall mean any light duty pick-up or van used primarily in conducting the business activity plus one (1) single or dual axle trailer. The use of heavy-duty commercial vehicles, meaning those vehicles with a GVWR in excess of 15,000 pounds, other than as used in the approved construction of any Improvement, is prohibited in the Subdivision.

(b) All Improvements that are single family residences will have a minimum floor area of 2,500 square feet that is heated and cooled, exclusive of open or screened porches, terraces, patios, driveways, decks, carports and garages; and each single family residence must include a two-car garage or carport at minimum. Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and construction of any Improvement thereon, and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the ACC shall act to relieve an Owner from such duty of compliance.

(c) The renting of space to campers, recreational vehicles, trailers or other units for occupancy or storage is considered commercial operation for purposes of these restrictions and is prohibited.

(d) No dog or cat kennels or pounds that house, permanently or temporarily, any dog or cat not belonging to the Owner of the Lot upon which such animal is kept, shall be maintained on any such Lot, and the same shall be deemed prohibited commercial activities hereunder.

(e) All liquid propane tanks and rainwater collection systems and tanks will be properly screened with plant materials, fencing, or buried so the same are not Visible From Neighboring Property.

(f) All Lots in the Subdivision are flag lots, which implies that ownership of each Lot includes a strip of land, approximately thirty linear feet (30') in width, that extends from the eastern boundary line of each Lot along the eastern perimeter of the Subdivision and northward to the CR 254 right-of way. Each such strip of land appurtenant to each Lot is herein defined as a "Flagpole Area", and all four of such strips of land collectively are herein defined as the "Flagpole

Areas". No Improvements, structures, sign, barriers, driveways (other than the Driveway described and defined in Section 3.01(a) below) or fences shall be permitted in Flagpole Areas. Subject to ACC approval in accordance with this Declaration, Owners shall be permitted to make limited landscape improvements in the Flagpole Areas if desired, provide that there shall be no material interference resulting from the same to the Driveway easement described in Section 3.01(a) in accordance with the provisions of that instrument.

B. Interior Lotline Clearance Setback.

In order to protect privacy and to promote the ability of each Lot Owner to better experience the natural beauty of the Property, there shall be no construction of any kind, nor any clearing of any natural vegetation within twenty (20) feet of any interior Lot boundary line between Lots 1 and 2, Lots 2 and 3, and Lots 3 and 4 in the "Interior Lotline Clearance Setback" area, which is defined as the areas shown in Exhibit "B", attached hereto and incorporated herein for all purposes.

C. Swimming Pools and Spas

Only in-ground swimming pools shall be placed, installed, constructed or maintained on any Lot, or any portion thereof. Portable or permanent above-ground swimming pools are prohibited. Notwithstanding the foregoing, inflatable or solid plastic children's pools not exceeding six (6) feet in diameter and eighteen (18) inches in height shall be permitted on Lots on a temporary basis when in use. Smaller, prefabricated, installed above-ground spas or hot tubs are permitted only if they are an integrated part of a deck system, and remain subject to prior written approval by the ACC. Above-ground spas or hot tubs may not be Visible from Neighboring Property, and must be skirted, decked, screened or landscaped to hide all plumbing, heaters, pumps, filters and other equipment. Nothing in this Section 2.01(C) is intended, nor shall be construed, to limit or affect an Owner's obligation to comply with any applicable government regulations concerning swimming pool and tub enclosure requirements.

D. Drainage Considerations

Each Owner is hereby advised that any Improvement constructed may change the natural drainage patterns of the underlying Lot. Each Owner agrees to retain, at its sole expense, a licensed professional civil engineer or hydrologist to incorporate into any plans submitted to the ACC for approval related to any proposed Improvement, an analysis of existing conditions of the storm water drainage patterns and quantities of run-off water created by the contours of the respective Lot, and the resulting effects of construction of proposed Improvements thereon, as well as any effects on all adjacent lands, including, but not limited to, the neighboring Lots, and the Driveway. By

purchasing a Lot, each Owner assumes the responsibility for obtaining professional guidance to determine the location of drainage patterns, flood plains and flood patterns, as they may change from time to time, and for incorporating such designs as may be reasonably necessary to mitigate water runoff and flooding that may result from any proposed Improvement. Each Owner shall remain responsible for designing Improvements at such elevations and specific sites on each such Lot that will prevent flooding of the same or flooding of Improvements on other Lots. Each Owner shall ensure that any proposed Improvement will not result in alteration of the drainage patterns over, or amounts of run-off water experienced on other Lots.

E. Lighting

No exterior lighting shall be installed or maintained that is found to be objectionable as determined in the sole judgment of the ACC, and upon notice that the ACC has determined that such lighting is objectionable, such lighting shall be removed or modified in such a manner as directed by the ACC. No light fixtures or lanterns of any type shall be placed on any Lot if the same is Visible From Neighboring Property, the Driveway, or any public streets, unless such fixture has been approved by the ACC.

F. Sewage Disposal

No outhouse toilets shall be permitted, all such fixtures shall at all times be wholly contained within the heated and cooled area of each single family dwelling. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the County of Williamson and all other governing authorities, as the same may change from time to time. However, temporary sanitary facilities are required during construction of the residence or Improvements for the construction workers.

G. Garbage And Refuse Disposal

(a) Each Lot shall be maintained in an attractive condition, free from debris and trash. No Lot shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and other waste shall not be kept on any Lot except in sanitary containers, provided however that brush accumulations for supplemental shelter of native wildlife are permissible if mandated by or permitted under the Wildlife Management Use Plan.

(b) Each Lot Owner shall be responsible for disposing of all trash, garbage and rubbish in a sanitary manner and in a receptacle provided for that purpose by a local solid waste service provider. All equipment and containers for

the storage and disposal of trash, garbage and rubbish shall be kept in a clean and sanitary condition, and shall be kept so as to not be Visible From Neighboring Property save and except during the twelve hours before, and twenty-four hours after the time such refuse is picked up by the solid waste service provider.

(c) No trash, ashes or other refuse may be deposited on any portion of the Property.

(d) No trash, refuse or garbage shall be incinerated or burned on any Lot, provided that the burning of brush shall be permitted if mandated or permitted under the Wildlife Management Use Plan, and then only to the extent and in the manner so mandated or permitted.

H. Further Subdivision

No Lot shall be re-subdivided or partitioned or conveyed or encumbered in any size less than the full dimension of each Lot shown in the Subdivision, a rendering of which is attached hereto as **Exhibit "B"**. Nothing stated herein shall prohibit ownership of each Lot to be held by tenants in common, nor shall this provision restrict any Owner's right to lease any Lot.

I. Nuisances and Hazardous Materials.

No obnoxious, unsafe, hazardous or offensive activities shall be carried out or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood. A "nuisance" shall include, but not be limited to, excessive noise, for example, excessively barking dogs, loud music, or other loud noises caused by other animal, fowl or machinery. No chemicals or hazardous materials shall be stored on any Lot, including, without limitation, any amount of explosives or hazardous waste; save and except such amounts of hazardous materials that are incidental to residential use such as small amounts of cleaning agents, fertilizers, pesticides, lubricants, oils and gasoline. What materials classify as "hazardous materials" or "hazardous waste" shall be substantially limited by the equivalent definitions as found in all applicable state and federal environmental laws, as the same may be enacted from time to time, and as determined in the reasonable sole judgment of the ACC.

J. Hunting

Hunting with guns is prohibited within the Subdivision so as to provide a safe environment for the Owners.

K. Signs and Antennae

No signs of any kind shall be displayed for public view on any Lot except for (i) address identification; and (ii) political affiliations, but only within the 120 days prior to the election for the candidate for which such sign is posted, and for 30 days after the date of such election; and (iii) for sale or for lease signs, provided these are posted only along the boundary of the Property along the CR 254 right of way. No commercial sign of any kind shall be installed on any Lot, which shall include, without limitation, and billboard, monument or pylon sign, irrespective of whether the same is used by an Owner or leased or licensed for use by third parties. No antennae shall be allowed to be constructed or maintained on any Lot if the same is in excess of forty-five (45') in height above grade level, or if the same is Visible From Neighboring Property. Owners are prohibited from licensing leasing, ground leasing or partitioning any portion of any Lot for cell tower or radio tower use.

L. Fencing

Subject to the provisions of Section 2.01(S), perimeter fencing is permitted and is not subject to the Interior Lotline Clearance Setback of Section 2.01(B). Plans for any perimeter fencing must be submitted to and approved by the ACC. The location of fences must comply with the other provisions of this Declaration, or as otherwise specifically approved in writing by the ACC prior to construction. Perimeter fencing along Lot lines, if constructed, shall consist only of the following kinds of materials:

(1) Rear and Side Lot Line Fencing (Ranch Fencing):

(a) Posts. Cedar posts shall be placed 10'-12' on center (min. 3"-4" diameter for in-line posts and 6"-7" diameter for corners and H-braces) with cedar stakes or metal tee stakes (color to be approved by the ACC) between each post. Cedar posts may be stripped of bark. Painted iron pipe may be used in lieu of wood posts. In-line pipe shall be a minimum of 2 3/8", and corners and H-braces shall be a minimum diameter of 2 7/8", Wolmanized pine or other wood posts are permissible.

Iron pipe shall be placed at a maximum of 200' (100' is recommended) provided there are no corners, or any changes in direction, and must have metal tee stakes or cedar posts placed 10'-12' on center. In general, H-braces should be placed at all changes in direction and at all ends.

(b) Wire. Wire shall be standard 48" sheep and goat galvanized wire fencing (12.5 ga. or better). The overall height of the fence shall not exceed 96". The wire fencing shall be tied at a height of 48" in height, or 48" 8 ga. welded wire panels may be used in lieu of the sheep and goat wire fencing. Five strands of smooth wire may take the place of the sheep

and goat wire described above, to allow for the easier passage of fawns and other small wildlife within the Properties.

(2) Front Lot Line, at the boundary of the Driveway entry point to the Lot:

- (a) Ranch Fencing;
- (b) Masonry;
- (c) Welded Pipe Fencing;
- (d) Other fencing that is specifically approved by the ACC.

(3) Private Lot Entry Gates: Materials, design and construction must be first approved by the ACC, and shall be subject to all applicable fire codes and ordinances.

Chain-link fencing may be used for enclosures within a Lot's building setback lines, provided the fence is reasonably screened from view. Chain-link fences may be approved by the ACC for tennis, sport courts or dog runs, if the fenced areas are screened from View From Neighboring Property and the fence is vinyl clad. Each Owner shall maintain all fencing placed on its Lot in a neat appearance and in a usable condition, and each Owner shall promptly (but in no event later than thirty (30) days following written demand therefor from the HOA) repair or remove fences which are defunct, in material disrepair, or tilted more than ten (10) degrees from a vertical position. **No chain-link fence shall be allowed or approved on the perimeter of a Lot or placed between the front elevation of the principal residence on a Lot and the Lot line at the access point of such Lot to the Driveway. All fences must be of new materials and installed in a professional manner. Fences on all Lots that are subject to Wildlife Management Use Practices shall be no higher than four (4) feet to minimize adverse impact to movement of wildlife across Lot lines.**

M. Livestock and Poultry

Owners with a child in the household who is a 4-H or FFA member and under the age of nineteen (19) may raise, breed, keep or maintain horses, cattle or other livestock under the following conditions:

- (a) All horses, cattle or other livestock shall be kept enclosed on the Lot by suitable fencing of such Lot.
- (b) No swine or poultry may be raised bred, kept or maintained on any Lot.
- (c) Though horses are permitted on the Property, public stables are not permitted.

- (d) Though cattle are permitted on the Property, feed lots are not permitted.
- (e) Though dogs are permitted on the Property, commercial dog breeding or boarding operations are not permitted.
- (f) Each Lot shall be maintained in such a manner as to prevent health hazards and no offensive condition to the neighboring Lots, as determine in the sole reasonable judgment of the HOA, shall be permitted.
- (g) There shall be no more than one animal unit per two (2) acres of land owned.
- (h) All animals must remain under the immediate control of the Owner. No pets shall be allowed to roam free in any Common Area.
- (i) There shall be no commercial agricultural activities of any kind on any Lot unless expressly permitted under the Wildlife Management Use Practices, and in any event the same shall be conducted only in such a manner as does not adversely impact the Wildlife Management Use Plan. The foregoing shall not operate to restrict any Owner from maintaining a vegetable garden or a small orchard for produce to be grown and consumed primarily by such Owner.

N. Unfinished Structures

Each Owner shall be responsible for the diligent pursuit of final completion for any construction on any Lot, and no structure shall remain unfinished for more than eighteen (18) months after construction is commenced. Nothing stated in the foregoing sentence shall limit any Owner's obligation to obtain all applicable permits and the ACC's approval prior to construction, or compliance of the same with all applicable codes and ordinances and otherwise in compliance with this Declaration.

O. Inoperative Vehicles

No junk, wrecking or auto storage shall be located on any Lot except for the antique cars located on the property which are present thereon as of the Effective Date. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Lot unless stored in a garage or shop and out of View From Neighboring Property. A vehicle shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days. All vehicles on

any Lot, other than those stored out of sight, must have a current license tag and a current state inspection sticker. The foregoing limitations shall not apply to any ATV, golf cart or similar recreational vehicle not licensed for use on a public highway, provided that these vehicles shall be kept out of View From Neighboring Property at all times when not in use.

P. Mineral Production

No oil or gas drilling, oil or gas operations or quarrying or mining operations of any kind will be permitted on any Lot. Nothing contained in this Section 2.01(P) shall prevent any Owner from drilling a water well on any Lot, provided the same complies with all applicable statutes, ordinances, rules and regulations then in effect.

Q. Wildlife Management

All Lots must participate in a wildlife management property association in accordance with 34 TAC 1 Ch. 9 G §9.2001(a)(7). The HOA will serve as the entity treated as the Subdivision's wildlife management property association for purposes of 34 TAC 1 Ch. 9 G §9.2001(a)(7). Owners of all Lots agree to commit the primary use of their Lot to wildlife management through the Wildlife Management Use Practices. The purpose of the HOA in regards to the Wildlife Management Use Plan is to actively manage the Lots through the use of beneficial wildlife management practices to propagate a breeding, migrating, or wintering population of indigenous wildlife on and around the Lots. Preparation, implementation and maintenance of active, meaningful wildlife and habitat management plans are the primary goals of the Association under the Wildlife Management Use Plan. All Owners shall observe the following:

(a) The Owners agree to work with **Plateau Land and Wildlife, Inc.**, or such other consultant as may be designated from time to time by the HOA, to file a Wildlife Management Use Plan with the Williamson County Appraisal District. Each Owner shall submit to the HOA a copy of its final Wildlife Management Use Plan, as filed with the Williamson County Appraisal District, within thirty (30) days of such filing;

(b) The Owners agree to fully implement their Wildlife Management Use Plan as filed, pursuant to which each Owner is required to conduct at least three of the Wildlife Management Use Practices outlined in the Property Tax Code §23.51(7) on its respective Lot;

(c) Each Owner agrees that any construction that occurs on its Lot shall be subject to the principal use of such Lot for wildlife management purposes, and the same shall not significantly or demonstrably interfere with the Wildlife Management Use Practices and activities being conducted on the land, shall not be detrimental to the

species targeted for management, and further agrees that any residential development shall comply with any applicable legal limits established for wildlife management property associations for Williamson County by Texas Administrative Code rule 9.2005(a); and

(d) Each Owner agrees that the Declarant and the HOA shall have the right to inspect its Lot to ensure compliance with the Wildlife Management Use Plan, to implement Wildlife Management Use Practices upon such Lot in the event of a breach of its Wildlife Management Use Plan, to enforce this restriction, and to recover from the Owner of the offending Lot all costs involved in enforcement, as further provided in this Declaration.

R. Owner's Obligation to Maintain and Repair

Each Owner shall, at such Owner's sole cost and expense, repair and maintain all Improvements and other structures and appurtenances, including gates and fencing, in an attractive, operational condition, and maintaining the same in a condition comparable to its respective condition at the time of its initial construction or placement on the Lot, excepting only normal wear and tear.

S. Owners Acknowledgment

Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the ACC shall act to relieve an Owner from such duty of compliance.

T. Default and Remedies of Declarant

An Owner shall be in default under this Declaration upon a material breach of any covenant, condition or restriction of this Declaration or any of the Rules as to the Lot owned by such Owner, upon (i) thirty (30) days written notice which shall include an opportunity to cure the default within such period of time, in case of a **non-emergency**; and (ii) verbal notice in case of an **emergency** that threatens imminent harm to life or property (followed by written notice within three (3) days of such event); in case of either (i) or (ii) as such notice is remitted by the HOA to the Owner at Owner's last known address at the Owner's Lot, if Owner is known to the HOA to occupy the Improvements on its Lot, or otherwise as reflected in the tax appraisal district records of Williamson County. Each Owner agrees that Declarant, the Board and/or the ACC shall have the right to enter upon any Lot on which one or more events of default of this Declaration may have occurred by, through or under each respective Owner, for the purpose of curing any such violation, provided that the Owner has been given prior written notice of such event of default as set forth herein and such Owner has failed to remedy the same within the

time specified by such notice. EACH OWNER INDEMNIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD AND THE ACC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

ARTICLE III COMMON AREA

3.01. Common Area Designation. Prior to the Effective Date, Declarant, as developer of the Subdivision, has designated and conveyed the following property to the HOA, which are collective herein defined as the "Common Area":

- (a) **Driveway.** Easement estate, as granted in that certain **Joint Private Driveway Access Easement, Driveway Maintenance Agreement and Access Restriction** recorded in Doc. No. 2015107339 of the Official Public Records of Williamson County, pursuant to which the HOA has become the easement holder in and to that certain "Easement Tract" being a paved driveway being approximately twenty feet (20') in width, the center of which is the approximate center point of a gate opening in the northern boundary of the Property contiguous to the County Road 254 public right-of-way, and traversing the Subdivision across parts of Lots, 1, 2, 3 and 4 to the south from such point for a distance of approximately 2,300 linear feet (the "Driveway"); and
- (b) **Waterline and Pump House.** Easement estate and conveyance of improvements described in that certain **Waterline and Waterline Pump House Dedication and Easement and Maintenance Agreement** recorded in Doc. No. 2015107342 of the Official Public Records of Williamson County, Texas, pursuant to which the HOA has become the easement holder in and to that certain "Easement Tract" and the owner of four (4) separate water meter boxes, exclusive of water meters, located near the northern boundary line of the Subdivision along the CR 254 right-of-way and four (4) two-inch water lines connecting the aforementioned water meter boxes to a pump house with a floor plate of approximately 10 x 13 feet, located approximately 123 feet south of the CR 254 right-of-way and on the Subdivision, and containing four (4) pumps to transfer water with adequate pressure to certain portions of the Grantor Property, including all of the pump house improvements described (the "Waterline and Pump House").

- (c) **Gate.** Easement estate and conveyance of improvements described in that certain **Automatic Gate Dedication and Easement and Maintenance Agreement** recorded in Doc. No. 2015107337 of the Official Public Records of Williamson County, Texas, pursuant to which the HOA has become the easement holder in and to that certain "Easement Tract" and the owner of certain improvements thereon described as an automatic gate with electric service lines and mechanisms (the "Gate") at the northern perimeter of the Grantor Property and along the CR 254 right-of-way (the "Gate") and
- (d) **Perimeter Lotline Clearance Area.** Easement estate, as granted in that certain **Lot Clearing Easement and Lot Maintenance Agreement** recorded in Doc. No. 2015107338 of the Official Public Records of Williamson County, pursuant to which the HOA has become the easement holder in and to that certain "Easement Tract" being a strip of land twenty feet (20') in width, the center of which is the approximate center point of a gate opening in the along the western, southern, and a portion of the eastern perimeter of the Subdivision (the "Perimeter Lotline Clearance Area").

ARTICLE IV HOMEOWNERS ASSOCIATION

4.01 Homeowners Association

- (a) Prior to the Effective Date, Declarant has formed and incorporated the HOA. The purposes of the HOA are (i) to administer and enforce these Restrictions; (ii) to provide for the maintenance, repair and replacement of the Common Area; (iii) to ensure the Subdivision remains in full compliance with the Wildlife Management Use Plan described in Section 2.01(Q); and (iv) to make and collect assessments for the payment of expenses of the HOA, including, but not necessarily limited to (a) costs of maintaining, repairing and replacing the Common Area, including all Common Area utility charges, if any; (b) ad valorem taxes assessed against the Common Area; (c) property and casualty insurance for the Common Area; (d) directors' and officers' insurance for the Board and the ACC; (e) shared wildlife management costs resulting from the Wildlife Management Use Plan, and (f) costs, including attorney's fees and other costs of litigation to administer and enforce this Declaration (g) tax returns of the HOA, and other financial activities of the HOA.
- (b) Each Owner of a Lot shall be a Member of the HOA. There is one membership for each Lot, and in those instances where a Lot is owned by more than one party, the multiple Owners of such Lot shall designate a representative to vote on their behalf on all matters that come before the Members for vote, and each Owner shall at all times remain responsible for designating any such representative, and for maintaining an accurate address on file with the HOA for

notice and billing purposes. The voting rights of each Member are set forth in the Bylaws of the HOA that have been adopted by the directors of the HOA.

(c) The Board is empowered to assess HOA Members for the purposes of the HOA. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the HOA and from which disbursements shall be made for the purposes of the HOA.

(d) Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year for the purposes of the HOA, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners as further provided in the Bylaws. If the sums collected prove inadequate for any reason, including non-payment by any individual Member, the Board may propose a special assessment to the Membership as provided for in the Bylaws.

(e) All annual assessments shall be due on or before January 1st of each year, and shall be deemed late if not received by the HOA by the thirty-first (31st) day of January. All special assessments shall be due no sooner than ten (10) days after the date upon which they are adopted by the Board and shall be deemed late if not received by the HOA after forty (40) days of approval.

(f) All assessments adopted by the HOA shall be divided equally among the four Lot Owners as set forth in Article VI.

(g) All assessments, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, an administrative fee of \$10.00 per month, plus interest on the amount of the assessment at the per annum rate of ten percent (10%) and all costs of collection, including attorney's fees, shall be the personal obligation of the Owner and shall be secured by a lien on the Owner's Lot. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Lot. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the HOA as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed or ground lease to any portion of the Property, whether or not it shall be so recited in such deed or ground lease, shall conclusively grant to, and does hereby grant to the HOA and its agents the right, power and authority to take all action which the HOA shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the collection of such debts and the enforcement of such liens, including the

use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the HOA in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the HOA a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

Notwithstanding any other provision of this Declaration, no lien created herein shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to these Restrictions, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Lot Owner for debts to the HOA shall not be affected or extinguished by any foreclosure.

4.02 Rules. From time to time, the HOA, by and through its Board, may establish written rules that supplement but which may not contradict any part of this Declaration (the "Rules") and which shall be deemed fully enforceable as any provision of this Declaration with respect to ownership, use, maintenance, improvement and disposition of any Lot in the Subdivision. Such Rules shall only become effective upon thirty (30) days after the date upon which the Board establishes the Rules and delivers written notice thereof to all Owners, save and except any such Rules that are created to respond to an emergency that involves the likelihood of material loss of life or property, in which case such Rules may become effective immediately upon the Board's adoption thereof, provided that the HOA shall make best efforts to deliver copies of those Rules to all Owners as soon as possible thereafter.

ARTICLE V ARCHITECTURAL CONTROL

5.01 Architectural Control Committee. The ACC shall consist of not less than three (3) voting members ("Voting Members") appointed as provided in the Bylaws of the HOA. The following persons are hereby designated as the initial Voting Members of the Architectural Control Committee: **Bill Benton, Bryan Teich, and Jane Ann Benton.**

5.02 Action by Architectural Control Committee. Items presented to the ACC shall be decided by a majority vote of the Voting Members.

5.03 Term. Each Member of the ACC shall hold office until such time as he or she has resigned or has been removed or his successor has been appointed, as provided in the Bylaws.

5.04 Declarant's Rights of Appointment. Declarant shall have the initial right to appoint and remove all members of ACC as provided in the Bylaws. Nothing herein shall be construed to limit or restrict in any manner the Declarant's right to remove members of the ACC who were appointed by Declarant.

5.05 Adoption of Rules. The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

5.06 Review of Proposed Construction. Whenever in this Declaration the approval of the ACC is required, it shall have the right to consider all of the plans and specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant. Prior to commencement of any construction of any Improvement on the Property or any portion thereof, the final plans and specifications therefor shall be submitted to the ACC, and construction thereof may not commence unless and until the ACC has approved such plans and specifications in writing. The ACC shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress, to ensure conformance with plans and specifications approved by the ACC. The ACC shall review plans and specifications submitted for its review and such other information as it deems proper. Until receipt by the ACC of any and all information or documents deemed necessary by the ACC, it may postpone review of any plans and specifications submitted for approval. No Improvement shall be allowed on any Lot or portion of the Property which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with other development in the Property and the surrounding area. The ACC shall have the authority to disapprove of any proposed Improvement and the decision of the ACC shall be final and binding so long as it is made in good faith and is not unreasonable. The ACC shall not be responsible for reviewing any proposed Improvement or any plans and specifications from the standpoint of structural safety, engineering soundness, or conformance with building or other applicable codes and regulations. If the ACC fails to review and act on the final plans and specifications, they shall be deemed to have been approved sixty (60) days after the date the ACC received the final plans and specifications, provided, however, that the ACC can extend this review period for an additional thirty (30) days if it is not reasonably possible for the ACC to evaluate the same within such sixty-day period, with written notice of that extension being given to the applicant within the initial sixty (60) day period. No consents of the ACC need be obtained for changes to structures that are strictly internal and not visible from the exterior of an Improvement. The documents which shall be submitted to the ACC for review shall include, but not be limited to:

- (a) plans and specifications, including elevations, exterior materials, colors, etc.;

- (b) a site plan rendering; and
- (c) plans and specifications for all outbuildings and fences and engineering plans for all drainage improvements, including ponds or tanks.

5.07 Meetings of the Committee. The ACC shall meet from time to time as necessary to perform its duties hereunder. ACC may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the ACC, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Members of the ACC taken without a meeting shall constitute an act of the ACC.

5.08 No Waiver of Future Approvals. The approval or consent of the ACC to any WMPA or construction plans or specifications for any work done or proposed to be done or in connection with any other matter requiring the approval or consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.09 Non-liability of Committee Members. Neither the ACC, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the ACC or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ACC or its members or the Board or its members, as the case may be. Neither the ACC nor the members thereof shall be liable to any Owner due to the construction of any Improvements within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

5.10 Variances. The ACC may grant variances from compliance with any of the provisions of this Declaration, including but not limited to restrictions upon height, bulk, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use when in the opinion of the ACC, in its sole and absolute discretion, such variance will not be adverse to the overall development plan for the Subdivision. Such variances must be evidenced in writing and must be signed by at least a majority of the Voting Members of the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the Improvements or structures on such Lot in the particular instance covered by the variance.

5.11 Guidelines for Building on the Property. The ACC may promulgate written guidelines not in conflict with this Declaration for building and developing on the Property, which shall be general in nature and may be amended from time to time by the ACC.

5.12 Submission of Final Plans and Specifications. The final construction plans and specifications for any structures, or Improvements on the Property shall be submitted in triplicate to Bill Benton, 1251 County Road 248, Georgetown, Texas 78633, or such other address as may be designated from time to time by the ACC, one (1) copy of which will be returned to the applicant with an endorsement as to the date it was received by ACC.

5.13 Delegation of Appointment Powers. Except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to delegate to the Association in writing the right to appoint and remove members of the ACC at any time in the Declarant's sole discretion, and upon such delegation of authority filed of record in the Official Public Records of Williamson County, Texas, the selection of Voting Members to serve on the ACC shall be made by separate election in which the Owners shall have the same relative voting power as provided in the Bylaws of the Association. If this delegation has not occurred sooner, Declarant shall delegate to the Owners the right to appoint and remove members of the ACC upon the occurrence of one of the following events or dates, whichever occurs first:

- (a) Declarant no longer owns any interest in any portion of the Property; or
- (b) December 31, 2020.

5.14 Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

- (1) Upon the completion of any Improvement for which the final plans and specifications were approved under this Declaration, the Owner shall give written notice of completion to the ACC.
- (2) Within such reasonable time as the ACC may set in its rules but not to exceed fifteen (15) days thereafter, the ACC or its duly authorized representative may inspect such Improvement. If the ACC finds that such work was not done in strict compliance with all approved plans and specifications, it shall notify the Owner in writing of such non-compliance within five (5) days, specifying in reasonable detail the particulars of non-compliance, and shall require the Owner to remedy the same.
- (3) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such non-compliance, the ACC shall notify the Board in writing of such failure. Upon notice to the Owner, the Board shall conduct a hearing at which it shall determine whether there is non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance

exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the non-complying Improvement or structure or remedy the non-compliance, and the Owner shall reimburse the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an assessment against such Owner and the Lot upon which such offending Improvement and/or structure is situated for reimbursement and the same shall constitute a lien upon such Lot and shall be enforced as provided for in this Declaration.

(4) If for any reason after receipt of said written notice of completion from the Owner, no inspection is made or any non-compliance is not found within the period provided above in Subsection (2) of this Section 5.14, the Improvement shall be deemed to be in accordance with said approved plans and specifications. In the instances where an inspection has occurred and the Improvements are in compliance, upon request, the ACC shall issue a Certificate of Design Compliance in a form suitable for recording. The Certificate shall identify the Lot or Property and the Improvement or approved structure, and shall certify only that the Improvements and/or structures thereon are not in violation of the covenants of the Declaration, or if they are in violation, that a variance has been granted. THE CERTIFICATE SHALL NOT BE CONSTRUED TO CERTIFY THE ACCEPTABILITY, SUFFICIENCY OR APPROVAL BY THE ACC OF THE ACTUAL CONSTRUCTION OF THE IMPROVEMENTS OR OF THE WORKMANSHIP OR MATERIALS THEREOF. THE OWNER IS HEREBY NOTIFIED THAT THE CERTIFICATE IN NO WAY WARRANTS THE SUFFICIENCY, ACCEPTABILITY, OR APPROVAL BY THE ACC OF THE CONSTRUCTION, WORKMANSHIP, MATERIALS OR EQUIPMENT OF THE IMPROVEMENTS. RECORDATION OF SUCH A CERTIFICATE SHALL BE AT THE EXPENSE OF THE OWNER OF THE IMPROVED LOT.

(5) The ACC may inspect all work in progress and give notice of non-compliance as provided above in Subsection 2 above. If the Owner denies that such non-compliance exists, the procedures set out in Subsection 3 above shall be followed, except that no work shall be done, pending resolution of the dispute, which would hamper correction of the non-compliance if the Board should ultimately find that non-compliance exists.

ARTICLE VI MAINTENANCE FUNDS AND ASSESSMENTS

6.01 Maintenance Fund. The Board shall establish a fund (the "Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements

shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for the HOA purposes set forth in Section 4.01.

6.02 Regular Annual Assessments. Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior years fund and shall propose an annual assessment to the Owners at the annual meeting, as provided for in the Bylaws.. If the sums collected prove inadequate for any reason, including non-payment of any individual assessment, the Association may at any time, and from time to time, levy a special assessment as provided in Section 6.03. All such annual assessments shall be due and payable to the Association by January 31 of each year for which they are collected. The Association may levy a late payment charge as a fee to cover expenditures, and not as interest, at a rate not to exceed \$50.00 on any assessments or other amounts thirty (30) days after the same become due and owing. The regular annual assessment shall be determined by the Board for the following year no later than December 31 of the preceding year.

6.03 Special Assessments. In addition to the regular annual assessments provided for above in Section 6.02, the HOA may levy special assessments on all the Owners of Lots whenever in the Board's opinion such special assessments are necessary to enable the HOA to carry out the functions of the Association under this Declaration. The special assessment shall be due on such date as the Board shall specify, but not sooner than thirty (30) days after the date of the special assessment and any assessment not paid on that date shall be deemed late. The Association may levy a late payment charge at a rate not to exceed Ten and No/100 Dollars (\$10.00) per day on any special assessments that are late.

6.04 Rate of Increase. The controllable components (being all expenses save and except insurance premiums and ad valorem taxes) of the regular annual assessment provided for above in Section 6.02 shall not increase more than 20% in any year without the approval of 75% of the Owners.

6.05 Division of Assessment Among Owners. Assessments charged by the Association under Sections 6.02 and 6.03 shall be divided among all the Owners of Lots located within the Property, pro rata on the basis of the number of Lots (or portion thereof) owned by each Owner, except as provided in Section 6.06. An Owner's pro rata percentage of any shall be calculated by dividing the Owners' Lot by the total number of Lots in the development.

6.06 Assessment Benefitting Specific Areas. The Board shall also have authority to levy assessments against specific Lots, local areas and Improvements to be expended for the benefit of the area so assessed. The assessments levied under this Section 6.06 shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each Lot or Improvement need not be equal. Any such assessments

shall constitute a lien on the Lots so assessed and such liens shall be enforced in the same manner and to the same extent as provided for regular and special assessments in this Article VI.

6.07 Unpaid Assessments as Liens. All assessments, whether made pursuant to this Article VI, or any other Article of this Declaration, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, and any late payment charge attributable thereto, plus interest on such assessment at a rate of ten percent (10%) per annum simple interest (not to exceed the maximum charge permitted under applicable law), and the costs of collecting the same, including attorneys fees, shall be the personal obligation of the Owner of the land against which the assessment fell due and shall be a lien upon such land. Each Owner of any portion of the Property by his claim or assertion of ownership or by accepting a deed or ground lease to any such portion of the Property, whether or not it shall be so expressed in such deed or ground lease, is hereby conclusively deemed to covenant and agree to pay to the Association, its successors or assigns, each and all of the charges assessed against such portion of the Property and/or assessed against him by virtue of his ownership or leasehold interest, as the same shall become due and payable, without demand therefor. The transfer of title to such Lot shall not terminate the lien, but the personal obligation of the Owner shall not pass to successors in title unless they assume the obligation. The Association may either (a) bring an action at law against the Owner personally obligated to pay the same, (b) foreclose said lien against the Lot, or (c) both. No Owner may waive or otherwise escape liability for any assessment by non-use of any Common Area or by the abandonment of his or her Lot. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of ownership or by his acceptance of a deed or ground lease to any portion of the Property, whether or not it shall be so recited in such deed or ground lease, shall conclusively grant to, and does hereby grant to the Association and its agents the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and non-judicial foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

No Owner shall be permitted to convey, mortgage, grant a deed of trust, pledge, sell or lease any portion of the Property unless and until such Owner has paid in full to the Association all unpaid assessments theretofore assessed against such Owner, and until such Owner has satisfied all unpaid liens against his portion of the Property other than

mortgages. On the voluntary sale or conveyance of any portion of the Property, all unpaid assessments against the seller shall first be paid from the proceeds of the sale or by the purchaser in preference to any other assessments, liens or charges of whatever nature except amounts due under a mortgage duly recorded prior to the date of the unpaid assessment. Each Owner who causes a mortgage or deed of trust lien to be placed upon his Lot shall notify the HOA, in writing, of the name and address of the holder of such mortgage or deed of trust.

6.08 Mortgage Protection. Notwithstanding any other provision of the Declaration, no lien created under this Article V or under any other article of this Declaration, nor any lien arising by reason of any breach of the Declaration, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration, shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the Declaration and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure.

6.09 Effect of Amendments on Mortgages. No amendment of Section 6.08 of this Declaration shall affect the rights of any beneficiary whose mortgage has the first and senior priority as provided in 5.08, unless the beneficiary consents in writing to the amendment thereof, or unless the amendment was filed of record prior to the recording of the mortgage, provided, however, that after any foreclosure or conveyance in lieu of foreclosure, that portion of the Property which was subject to such mortgage shall be subject to such amendment.

6.10 Subordination. The lien for assessments provided for herein shall be subordinated to the lien of any first mortgage if the mortgage was recorded before the delinquent assessment became due, made in good faith and for value. Sale or transfer of any portion of the Lots subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any portion of the Lots pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such portion of the Lots from liability for any assessments thereafter becoming due or from the lien thereof.

6.11. Chapter 209 of the Texas Property Code. The rights of Owners vis-a-vis the HOA, including the right to notice and an opportunity to be heard before the Board, shall be as prescribed in Section 209 of the Texas Property Code, as amended from time to time, or any successor statute. To the extent that any provision of this Declaration conflicts with Chapter 209 of the Texas Property Code, Chapter 209 shall govern, and any such conflicting provision shall be disregarded but only to the extent required to remove such conflict.

ARTICLE VII GENERAL

7.01 Remedies. In the event of any default by any Owner under the provisions of the Declaration, the Association and/or any Owner of a Lot within the Property, shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Association, and/or any Owner who seeks to enforce the provision of this Declaration prevails, then the Association and/or such Owner shall also be entitled to recover their costs and attorneys fees. Any and all of such rights and remedies may be exercised at any time and from time-to-time, cumulatively or otherwise, by the Association or any Owner.

7.02 Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the first of the year following the Effective Date of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the Owners of the Lots vote to terminate the covenants and restrictions of this Declaration, which termination shall be by a written instrument signed by seventy-five (75%) of the Owners of the Lots and properly recorded in the Official Public Records of Williamson County, Texas. This Declaration may be amended by an instrument signed by the Owners of Lots constituting not less than seventy-five percent (75%) of the Owners of the Lots.

7.03 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

7.04 Reserved Right of Declarant. Notwithstanding any other provision hereof, Declarant reserves the right to unilaterally amend this Declaration for so long as the Declarant owns one-hundred percent (100%) of the Lots. Declarant furthermore reserves the right upon application and request of the Owner of any Lot to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such Declarant by applicant) the application of any of these covenants and restrictions to such Lot if, in the sole discretion of the Declarant, such action is necessary to relieve hardship or permit good architectural planning to be achieved.

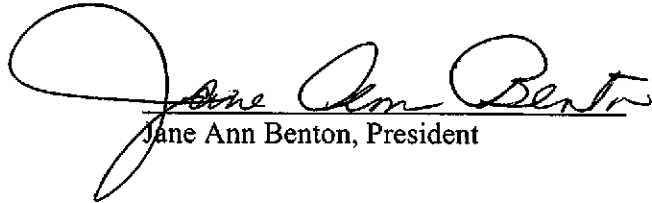
7.05 Rights and Obligations. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon each and all the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the acceptance and recording of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by

and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

EXECUTED to become effective for all purposes as of the Effective Date first stated above, on date witnessed below.

DECLARANT:

3BJ Holdings, Inc., a Texas corporation


Jane Ann Benton, President

Date executed: Dec. 18, 2015

STATE OF TEXAS

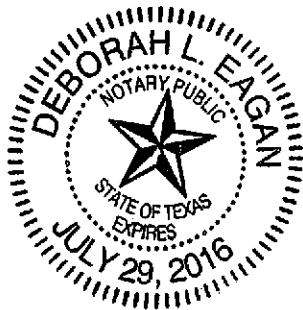
COUNTY OF ~~WILLIAMSON~~

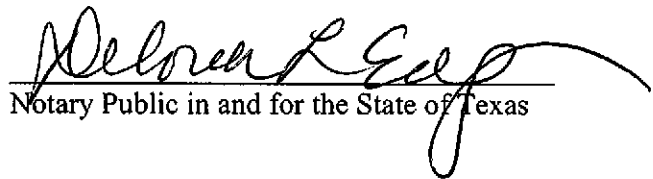
TRAUES

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Jane Ann Benton, President of and on behalf of Declarant, 3BJ Holdings, Inc, a Texas corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of said corporation, and in the capacity stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 18th day of December, 2015.




Notary Public in and for the State of Texas

EXHIBITS ATTACHED:

EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT "B" - SURVEY PLAT OF THE SUBDIVISION RENDERING WITH
INTERIOR LOTLINE CLEARANCE SETBACK

AFTER RECORDING RETURN TO:

3BJ HOLDINGS, INC.
1251 CR 248
Georgetown, Texas 78633

**Declaration of Covenants, Conditions and Restrictions
for Sunset Ridge at Tucker Knob**

Page 27

EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

BEING 59.2 acres of the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; part of the 76.17 acre property that was described in a deed to 3BJ Holdings, Inc., as filed in Doc. 2014033542 of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in September of 2015 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at a concrete monument which was found in the South line of County Road 254, at the Northeast fence corner of the said 76.17 acres, and at the Northwest corner of a property that was conveyed to Lee Maynard et.ux. (9.99 ac. Vol. 699, Pg. 481, Divorce Decree Lena Fay Maynard Doc. 2005097927).

THENCE with the East line of the property of 3BJ Holdings, Inc. and the West line of Maynard, S 17° 58'04" E at 568.06 feet pass 0.17 feet Westerly from an iron pin found at the Southeast corner of Maynard and at the Northwest corner of the property conveyed to Robert Ramirez et. ux. (19.95 ac. Vol. 728, Pg. 269), continuing in all 2727.74 feet to a concrete monument which was found at the fence corner that exists at the Southeast corner of 3BJ Holdings, Inc.

THENCE with the South boundary of the 76.17 acres of 3BJ Holdings, and the North boundary of the property conveyed to Steven P. Walker, et. ux. (37.5 ac. Doc. 9757288), S 70°31'27" W passing iron pins found in the fence South of the record line, continuing in all 1172.10 feet to a concrete monument which was found at the fence corner that exists at the Southeast corner of Jerry B. Ott (11 ac. Doc. 2002059570).

THENCE with the East boundary of the Jerry Ott 11 acres, N 19°57'21" W at 703.08 feet pass Westerly 0.59 feet from an iron pin found at the common East corner of Ott and the property conveyed to Kenneth Bell, et.ux. (24.56 ac. Doc. 2012065087), continuing in all 1369.81 feet to a concrete monument which was found at the Northeast fence corner of Kenneth Bell and at the Southeast corner of the 32.97 acre property that was conveyed to Kerry L. Wiggins, et.ux. (Doc. 2014101100).

THENCE with the East boundary of the said 32.97 acre tract, N 19°57'21" W 628.82 feet to a capped ½ inch iron pin (steel pin) which was set for the lower Northwest corner of this property and for the Southwest corner of a 16.96 acre tract that was surveyed this date.

THENCE with the South boundary of the said 16.96 acres, N 70°31'27" E passing nails set on line, continuing in all 1011.38 feet to a steel cotton spindle which was set.

THENCE with the East line of the said 16.96 acres, N 17°58'04" W passing nails set on line, continuing in all 726.37 feet to a capped ½ inch iron pin which was set in the South line of County Road 254.

THENCE with the North line of the 76.17 acres and the South line of County Road 254, N 69° 59'53" E at 140.09 feet pass an iron pin which was set on the East side of a gravel driveway, at the Northeast corner of a proposed Joint Use Easement of 3.15 acres, continuing in all 230.15 feet to the POINT OF BEGINNING.

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



Exhibit for 20' Setback (Non Clearance)
PARTITION OF 59.2 AC.
IN FOUR TRACTS
SUNSET RIDGE AT TUCKER KNOB
PART OF 76.17 AC.
OF 3BJ HOLDINGS INC. DOC. 2014033542

SITUATED IN THE
JAMES NORTHCROSS SURVEY A-478
IN WILLIAMSON CO., TX
Setbacks are graphically shown hereon
according to proposed restrictive covenants
applicable to 59.2 Ac.

3BJ HOLDINGS INC.
RESERVE OF
76.17 AC.
DOC. 2014033542

TRACT 4
20.96 AC.

3BJ HOLDINGS INC.
76.17 AC.
DOC. 2014033542

20' SETBACK LINE (NON-CLEARANCE)

20' SETBACK LINE (NON-CLEARANCE)
59.2 AC.
IN FOUR
TRACTS

TRACT 3
12.51 AC.

20' SETBACK LINE (NON-CLEARANCE)

20' SETBACK LINE (NON-CLEARANCE)

TRACT 2
12.65 AC.

20' SETBACK LINE (NON-CLEARANCE)

20' SETBACK LINE (NON-CLEARANCE)

TRACT 1
13.09 AC.

LEGEND

20' setback line for non-clearance — — — — —
(non-clearing area for Homeowners by restrictions)

TRACT LINES

All document references are in Williamson Co.
Official Public Records of Williamson Co., Tx. OPRWCT
Existing power poles

EXHIBIT **B**



Forest Surveying & Mapping Company
1002 Ash St Georgetown, Texas
phone: 512-830-5927
www.forestsurveying.com
FBPLS FIRM NO. 10002000

DATE: NOVEMBER 5, 2015
PROJECT : BENTON_B
Drawing Name: SUNSET RIDGE AT TUCKER
KNOB EXHIBITS.DWG
Sheet ONE OF SEVENTEEN

After recording return to:

3BJ Holdings, Inc.
c/o Jane Ann Benton
1251 CR 248
Georgetown, Texas 78633

RETURN TO:
AUSTIN TITLE COMPANY
STONEBRIDGE PLAZA II
9600 N. MOPAC EXPRESSWAY
SUITE 125

AUSTIN, TX 78759-6507

GF# AUT 15011711-086-02

2015110009

Electronically Recorded
OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk

12/18/2015 2:57 PM

Pages: 30 Fee: \$ 137.00

Williamson County Texas

EXHIBIT

B

Bylaws of Sunset Ridge at Tucker Knob

Homeowners Association

MANAGEMENT CERTIFICATE FOR
SUNSET RIDGE AT TUCKER KNOB HOMEOWNERS ASSOCIATION

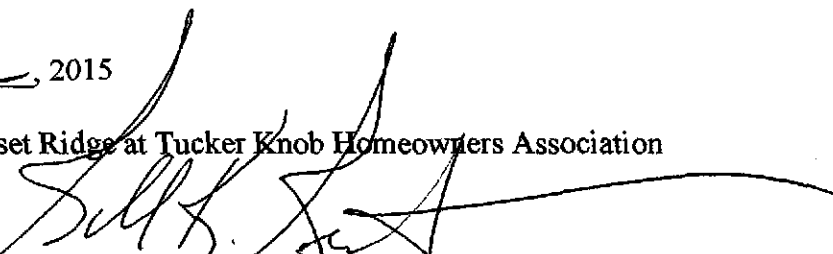
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

The undersigned, being the President of Sunset Ridge at Tucker Knob Homeowners Association, a non-profit corporation organized and existing under the laws of the State of Texas, submit the following information pursuant to Section 209.004 of the Texas Property Code, which supersedes any prior Management Certificate filed by the Association, if any.

1. **Name of Subdivision:** The name of the subdivision is Sunset Ridge at Tucker Knob.
2. **Name of Association:** The name of the Association is Sunset Ridge at Tucker Knob Homeowners Association.
3. **Recording Data for the Subdivision:** Sunset Ridge at Tucker Knob is an unplatted subdivision in Williamson County, Texas.
4. **Recording Data for the Declaration:** The recording data for the Declaration applicable to the Subdivision Development is as follows: Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob recorded as Document No. 2015110009, Official Public Records of Williamson County, Texas.
5. **Name and Mailing Address for the Association.** The name and mailing address for the Association is Sunset Ridge at Tucker Knob Homeowners Association, 1251 CR 248, Georgetown, Texas 78633.
6. **Name and Mailing Address of Person Managing the Association or its Designated Representative:** The name and mailing address of the designated representative of the Association is Bill K. Benton, 1251 CR 248, Georgetown, Texas 78633.
7. **Other Information the Association Considers Appropriate:** To comply with Texas Property Code 202.006, attached hereto are copies of the Certificate of Formation and Bylaws of the Association.

Signed this 18th day of December, 2015

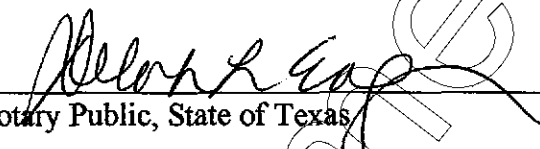
Sunset Ridge at Tucker Knob Homeowners Association

By: 
Bill K. Benton, President

STATE OF TEXAS 
COUNTY OF ~~WILKINSON~~ TRAVERS

This instrument was acknowledged before me on the 18th day of December 2015, by Bill K. Benton, President of Sunset Ridge at Tucker Knob Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.





Notary Public, State of Texas

1920/management certificate

**BYLAWS OF
SUNSET RIDGE AT TUCKER KNOB HOMEOWNERS ASSOCIATION**

A Texas Non-Profit Corporation

**ARTICLE I
NAME AND LOCATION**

1.1 The name of the Association is Sunset Ridge at Tucker Knob Homeowners Association, hereafter referred to as the "Association".

1.2 The initial registered office of the Association shall be as set forth in the Certificate of Formation.

1.3 The purpose of the Association shall be any and all lawful purposes consistent with the operation of a property owners association including any and all purposes assigned to the Association in the Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob, the Certificate of Formation and these Bylaws.

**ARTICLE II
DEFINITIONS**

2.1 **Architectural Control Committee.** Architectural Control Committee (ACC) shall be the committee appointed by the Declarant or by the Board pursuant to the Declaration and Bylaws, and its successors and assigns.

2.2 **Association.** Shall mean and refer to Sunset Ridge at Tucker Knob Homeowners Association, a Texas non-profit corporation, also referred to herein or related documents as the "HOA" or the "Corporation", its successors and assigns, which shall be formed by the Declarant.

2.3 **Board.** Shall refer to the Board of Directors of the Association.

2.4 **Bylaws.** Shall be these By-Laws of Sunset Ridge at Tucker Knob Homeowners Association, as amended from time to time according to the provisions thereof and the Texas Business Organizations Code.

2.5 **Certificate of Formation.** The Certificate of Formation for Sunset Ridge at Tucker Knob Homeowners Association as filed with the Texas Secretary of State, as amended from time to time according to the provisions thereof.

2.6 **Common Area.** Shall mean all real property and personal property owned by the Association for the common use and enjoyment of the Owners.

2.7 **Common Improvements.** Shall mean the improvements built by the Declarant or the Association and located on the Common Area for the use and benefit of all Lot Owners.

2.8 **Declarant.** Shall mean and refer to 3BJ Holdings, Inc., its successors and assigns.

2.9 **Declaration.** Shall mean the Declaration of Covenants, Conditions, and Restrictions for the Property, as same may from time to time be amended.

2.10 **Improvement.** Shall mean a residential dwelling or any appurtenant detached structure constructed on any Lot, with a floor area of at least 250 square feet.

2.11 **Lot.** Shall mean those parcels of real property identified as individual Lots on the survey of Tucker Knob Subdivision, which is attached as Exhibit B, or as such may be amended from time to time by Declarant.

2.12 **Owner(s).** Shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Lot. The foregoing does not include any persons or entities that hold an interest in any Lot merely as a security for the performance of an obligation, except as stated otherwise herein. Owner shall not include a lessee or tenant of an Owner.

2.13 **Property.** Shall mean and refer to that certain real property described on Exhibit A.

2.14 **Public Purchaser.** Shall mean any person or legal entity who becomes an Owner of any Lot within Sunset Ridge at Tucker Knob.

2.15 **Single Family Residence.** Shall refer to a structure containing one dwelling unit only and not occupied by more than one family.

2.16 **TPC.** Shall mean the Texas Property Code as amended from time to time.

2.17 **Visible from Neighboring Property.** Shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation not greater than the elevation of the base of the object being viewed.

2.18 **Wildlife Management Use.** Shall mean devoting the principal use of the Property to a Wildlife Management program carried out in compliance with Texas Tax Code Section 23.51(7).

2.19 **Willife Management Use Plan.** Shall mean the written plan used to implement a Wildlife management program and filed with the Williamson County Appraisal District in Williamson County, Texas.

2.20 **Wildlife Management Use Practices.** Shall mean the wildlife management practices that are identified in the Wildlife Management Use Plan that are required to be implemented on the Common Area and each Lot.

ARTICLE III APPLICABILITY OF BYLAWS

3.1 The provisions of these Bylaws constitute the Bylaws of Sunset Ridge At Tucker Knob Homeowners Association.

3.2 The provisions of these Bylaws are applicable to the Property as defined above.

3.3 All present or future Owners, present or future tenants, their employees or other persons that use the Property in any manner are subject to the regulations set forth by these Bylaws. The mere acquisition or rental of any portion of the Property, or the mere act of occupancy thereof will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant or occupant.

3.4 The Association will record all dedicatory instruments as required by TPC §202.006, including the Declaration, Certificate of Formation, these Bylaws and any Rules and Regulations adopted by the Association.

ARTICLE IV OFFICES

4.1 The principal office of the Association shall be located in Williamson County, Texas at such address shown in the Certificate of Formation or Management Certificate filed in the real property records subject to change in location as the Board of Directors may determine from time to time.

4.2 The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with the registered office, as required by the Texas Business Organization Code. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE V MEMBERSHIP

Each Owner (whether one or more persons or entities) of a Lot shall, upon by virtue of becoming such Owner, automatically become a member of the Association and shall remain a member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically terminate. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary for any instrument to provide for transfer of such membership in the Association, and no certificate of membership will be issued.

ARTICLE VI MEETING OF MEMBERS

6.1 Voting. All Owners of lots shall be entitled to one (1) vote for each Lot owned. There is one membership for each Lot. If more than one person holds interest in any Lot, such Owner shall be a member of the Association. The votes for such multiple-owner Lot shall be exercised as the Owners of the Lot among themselves determine, but they shall designate a representative with voting authority and in no event shall more than one (1) vote be cast with respect to any Lot. Any references in these Bylaws to voting by the members or a majority vote of the members shall mean a vote of the Lot Owners of a majority of the Lots, as noted in this section. When multiple Owners own a Lot, all such Owners shall designate one representative who can vote their interest, which shall be binding on all the Owners pending actual notice to the Association of a change in such voting authority.

6.2 Quorum for Membership Action. With respect to any annual or special general membership meeting of the Association, at the first call of such meeting, the presence at the meeting in person or by proxy of 67% of the total votes of the membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned to a new date not more than seven (7) days from the current date and the required quorum at such meeting shall be one-half (1/2) the required quorum at the immediately preceding meeting. This procedure shall be continued until a quorum has been obtained; provided however, that such reduced quorum shall not be applicable at a subsequent meeting held more than fifteen (15) days following the originally scheduled meeting.

6.3 Annual Meetings. The first annual meeting of the membership shall be held when called by Declarant or when at least seventy-five percent (75%) of the total number of lots in the subdivision have been transferred to owners other than Declarant. Each subsequent regular annual meeting of the members shall be held in the same month as the first annual meeting. Notice of the first and all subsequent annual meetings shall be given as provided herein. The Board of Directors may change the annual meeting date to another date each year upon at least sixty (60) days written notice to the members.

6.4 Special Meetings. Special meeting of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote twenty-five percent (25%) of all of the votes.

6.5 Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call a meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall be deemed to be delivered when deposited in the United States mail, or when delivered as otherwise allowed by the TPC. In the event that the meeting is to consider amending the Bylaws or Rules and Regulations, notice shall be sent by Certified Mail, Return Receipt requested, or evidenced by a signed receipt or waiver of such notice.

6.6 Means of Voting. At all meeting of members, each member may vote in person or by proxy, absentee or electronic ballot. All proxies and absentee ballots shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

6.7 Members Meetings. The Association shall comply with open records requirements of the Texas Property Code and in particular Section 209.005.

6.8 Election Recount. Any member may request in writing within 15 days of the date of a meeting a retabulating of the votes of a meeting or a recount of the votes. No candidate for a director position or their family members may be given access to the ballots cast at the meeting in accordance with TPC 209.0057.

6.9 Action Taken Without a Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members or by the same number of members as would be required at a meeting to the extent allowed by and consistent with §6.202 of the Texas Business Organization Code. Any action so approved shall have the same effect as though taken at a meeting of the members.

ARTICLE VII BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

7.1 Number. The affairs of this Association shall be managed by a Board of three (3) or four (4) directors, who need not be members of the Association. The allowed number of directors may be amended in the manner for amending these Bylaws, but shall not fall below the minimum number of required directors for a Texas Non-Profit Corporation, so long as the Association remains a Texas Non-Profit Corporation.

7.2 Term of Office. The members may elect the directors to staggered terms, said terms to expire on the respective anniversary in each year indicated or the members may elect any or all directors to one year terms. The members of the Board shall hold office until their successors have been elected and hold their first meeting. The initial Board of Directors as named in the Certificate of Formation shall serve for one year or until their successors have been elected.

7.3 Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event the number of directors shall be decreased, the retiring director(s) shall volunteer to withdraw. In the event no such agreement to withdraw can be obtained, the entire Board shall be reelected, to be comprised of at least the required minimum number of members, at a special meeting of the members held for such purposes.

7.4 Compensation. No director shall receive compensation for any service he may render to the Association in his capacity as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as a director.

7.5 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors or by the same number of directors as would be required at a meeting to the extent allowed by and consistent with §6.202 of the Texas Business Organization Code. Any action so approved shall have the same effect as though taken at a meeting of the directors.

7.6 Open Meetings. All regular and special meeting of the Board shall be open to any member subject to the right of the Board to meet in executive session as allowed by the TPC.

ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS

8.1 Nomination. Nomination for election to the Board of Directors shall be made by any member, director, or officer, either prior to or at the annual meeting of members, or by prior notice to the President in which case the nominee shall be included in any list of nominees presented to the members for a vote.

8.2 Election. Election to the Board of Directors shall be by written ballot or other documentary means as allowed by the TPC. At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

8.3 Vacancy. A Director whose term is expiring or is removed may only be replaced by a vote of the Members. Upon the resignation, death or incapacity of a Director, the remaining Directors may fill the vacancy for the remainder of the director's term.

ARTICLE IX MEETINGS OF DIRECTORS

9.1 Regular Meeting. Regular meetings of the Board of Directors shall be held upon such schedule as the Board shall establish by resolution. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

9.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by at least fifty percent (50%) of the directors, after not less than three (3) days notice to each director.

9.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act done or decisions made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

9.4 Notice to Members. Members must be given advance notice of Board meetings as required by the Texas Property Code. Address of the member's Lot shall constitute the address for notice absent another address being provided by the Member to the Association.

9.5 Board Meetings. The Board shall comply with the open records requirements of the Texas Property Code.

ARTICLE X POWER AND DUTIES OF THE BOARD OF DIRECTORS

10.1 Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations and to take all other acts legally within the power of the Board of Directors to conduct the business and purposes for which the Association is organized, namely, to collect and disburse assessments, operate, manage, maintain and administer the affairs of the Association and to enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Association as a residential real estate development in accordance with and pursuant to the Declaration, and any subsequent amendments and Supplemental Declarations thereto, and to enforce the provisions of said Declaration;

- (b) adopt any rules and regulations and propose amendments to the rules and regulations governing the use of the Common Area, the Common Improvements, and the personal conduct of the members and their guests thereon. These rules are in addition to any restrictions set forth in the Declaration and shall be null and void to the extent that they conflict with said restrictions. Such rules may be amended in accordance with the provisions for amending these Bylaws;
- (c) suspend the voting rights of a member during a period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for as long as the member is not in compliance with the published rules and regulations or the Declaration;
- (d) exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (f) employ a manager, an independent contractor, attorney, accountant or such other persons as they deem necessary, and to prescribe their duties and the compensation for such services; and
- (g) exercise any other powers as set out in the Declaration.

10.2 Duties. It shall be the duty of the Board of Directors on behalf of the Association to administer the Common Area and Common Improvements in accordance with the Declaration, including but not limited to the duty to:

- (a) administer and enforce the restrictions;
- (b) provide for the upkeep and maintenance of the entry area ;
- (c) make, collect and enforce Assessments for the payment of expenses of the HOA, including, but not necessarily limited to (i) costs of maintaining easements, roads, entry feature & landscaping; (ii) Ad Valorem taxes assessed against the property of the HOA; (iii) liability insurance associated with the property of the HOA; (iv) directors' and officers' insurance for the Board and the ACC; (v) shared wildlife management costs provided for in a WMPA Plan; and (vi) costs, including attorney's fees and other costs of litigation to administer and enforce the Restrictions and other activities of the HOA;
- (d) cause to be kept a complete record of all its acts and corporate affairs and to present a report thereof to the members at the annual meeting of the members, or at any special meeting which such report is requested in writing by more than fifty percent (50%) of the members who are entitled to vote;

- (e) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (f) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid or any other information which the Association is legally required to provide. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and
- (g) take any necessary action in connection with the Wildlife Management use of the Property;
- (h) establish a Maintenance Fund for the purposes set forth in the Declaration and these Bylaw;
- (i) follow the procedures for making, collecting, and enforcing assessments and other restrictive covenants as set out in the Declaration and the TPC;
- (j) prepare, file and amend as needed the Management Certificate as required by TPC §209.004;
- (k) refuse to enter into related party contracts except as allowed by the TPC §209.0052;
- (l) take any other action as set out in the Declaration.

ARTICLE XI OFFICERS AND DUTIES

11.1 Enumeration of Officers. The officers of the Association shall be a president, secretary, and treasurer, and such other officers as the Board may from time to time create by resolution. Officers may, but need not, be members of the Board of Directors.

11.2 Election of Officers. The election of officers shall take place at the organizational meeting of the corporation and at the meeting of the Board of Directors following each annual meeting of the members.

11.3 Term. Each officer of the Association shall be elected annually by the Board and each such officer shall hold office until such time as said officer shall resign, shall have been removed, shall be replaced, or the office terminated.

11.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, as the Board may from time to time require.

11.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

11.7 Multiple Offices. Any number of corporate offices may be held by the same person, unless prohibited by the Texas Business Organizations Code, as amended, and in that event, the requirements of said Code shall be met.

11.8 Duties. The duties of the officers of the Association shall be such as are defined by the Board by resolution, statutory or other legal provisions, and including, without limitation, the following:

- (a) President: The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the membership. The president shall have all of the general powers and duties which are usually vested in the office of president of the Association, including, but not limited to, the power to appoint committees from members from time to time, as he may decide is appropriate, to assist in the conduct of the affairs of the Association.
- (b) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (c) Treasurer: The treasurer and such other officers as determined by the Board of Directors shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by applicable law or the members; and in consultation with the President shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE XII NO PERSONAL LIABILITY

No member of the Board of Directors, of any Committee of the Association or any of the officers of the Association shall be personally liable to any Owner, or any other party (including the Association) for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors or any other

representative or employee of the Association; provided, however, that such person has, upon the basis of such information as may be possessed by him, acted in good faith.

ARTICLE XIII INDEMNITY

All members of the Board of Directors, officers of the Association, members of any committee of the Association, and any other agent or representative of the Association as may be designated by Board resolution shall be indemnified and advanced expenses to the fullest extent of the law in relation to any claim or threatened claim made against such person because the person is or was a director, officer, committee member or other agent or representative of the Association. This Bylaw provision shall also be considered a mandatory indemnification provision.

ARTICLE XIV ARCHIECTURAL CONTROL COMMITTEE

14.1 Architectural Control Committee. The Association shall establish an Architectural Control Committee ("ACC") consisting of not less than three individuals. The ACC shall have those duties and authority as set out in the Declaration.

14.2 Appointment and Removal of ACC Members. Appointment and Removal of ACC members shall be in accordance with and pursuant to the procedures described for the nomination and election of directors set forth in these Bylaws. The members of the ACC in office upon transfer of authority to the Association shall remain members of the ACC until their resignation, removal or replacement as set forth herein. Thereafter they shall be elected for one year terms by the members.

ARTICLE V BOOKS AND RECORDS

15.1 Corporate Book. The book, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or first mortgagee. The Declaration, Certificate of Formation, and the Bylaws of the Association shall be available for inspection by any member or first mortgagee at the principal office of the Association, where copies may be purchased at reasonable cost as allowed by the TPC.

15.2 Resale Certificates. All Resale Certificates provided by the Association shall comply with the requirements of TPC §207.

ARTICLE XVI ASSESSMENTS

16.1 Assessments. As provided in the Declaration, each member is obligated to pay to the Association taxes, annual, and special assessments which are secured to the full extent provided by law, by a continuing vendor's lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid as required in the Declaration, the Association may, without limitation, either (1) bring an action at law against the Owner personally obligated to pay all amounts, including interest and attorney fees, as allowed in the Declaration or by applicable law, or (2) judicially foreclose the lien against the property as allowed by law, or (3) engage in alternative dispute resolution procedures as set forth in the Declaration, or all or any of such actions. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Area or abandonment of his Lot.

16.2 The Association will abide by the prohibitions against non-judicial foreclosure set out in the TPC in Section 209.0092 as amended from time to time.

16.3 The Association may impose transfer fees in connection with the sale of Lots as approved by the members and in accordance with the Texas Property Code. Transfer fees may not be imposed on transfers by gift or inheritance.

ARTICLE XVII AMENDMENTS

These Bylaws may be amended, at a regular or special meeting or by written consent of the members, by a vote of owners of at least 67% of the Lots, unless a greater number is required by law or the Declaration.

ARTICLE XVIII ALTERNATIVE DISPUTE RESOLUTION

In the event a dispute arises under these Bylaws, or under the Declaration in which the ACC, the Association or one or more of its members are parties, the Association shall abide by the alternative dispute resolution procedures set forth in the Declaration or required by the TPC, including but not limited to §209.007. If the dispute is not governed by the Declaration or the TPC neither the Association nor any members shall institute legal proceedings for at least 30 days after notice to the opposing party, during which time the parties shall act in good faith to resolve the dispute. This provision shall not preclude seeking a temporary restraining order or injunction but only to preclude irreparable harm.

**ARTICLE XIX
MISCELLANEOUS**

In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. The Certificate of Formation shall conform to the Declaration.

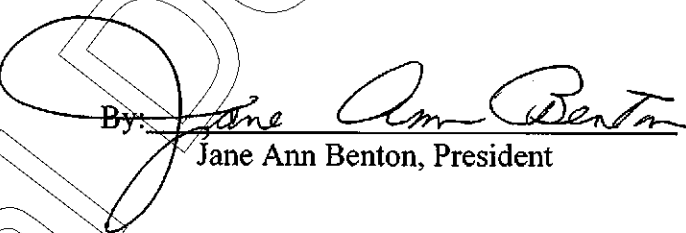
**ARTICLE XX
FISCAL YEAR**

The fiscal year of the Association shall be set by the Board of Directors in conformance with applicable law.

IN WHITNESS WHEREOF, we, being the Declarant and all of the directors of the Sunset Ridge at Tucker Knob Homeowners Association, have hereunto set our hand effective the 30th day of November, 2015.

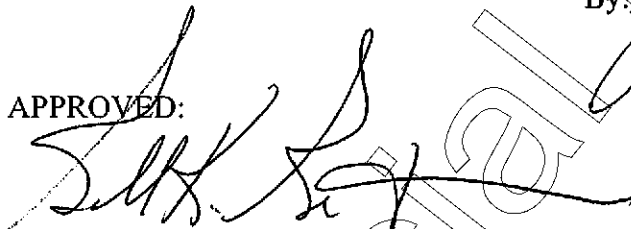
DECLARANT:

3BJ HOLDINGS, INC.

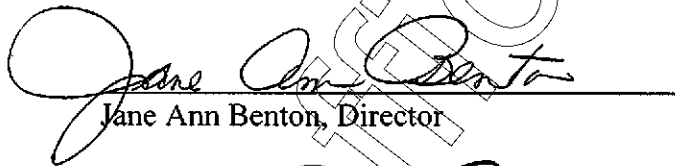
By: 

Jane Ann Benton, President

APPROVED:



Bill K. Benton, Director



Jane Ann Benton, Director

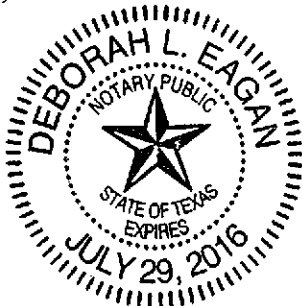


Bryan D. Teich, Director

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 18th day of December, 2015, by Jane Ann Benton, President of 3BJ Holdings, Inc., a Texas corporation, on behalf of said corporation.



Deborah L. Eagan
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 18th day of December, 2015, by Bill K. Benton.

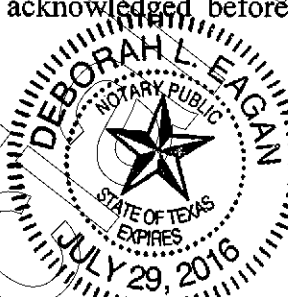


Deborah L. Eagan
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 18th day of December, 2015, by Jane Ann Benton.

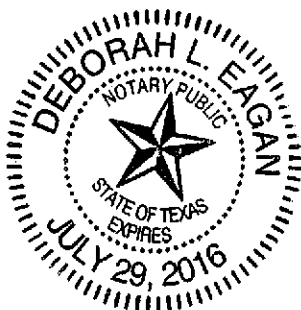


Deborah L. Eagan
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on the 18th day of December, 2015, by Bryan D. Feich.



Deborah L. Eagan
NOTARY PUBLIC, STATE OF TEXAS

Form 202
(Revised 05/11)

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709
Filing Fee: \$25



Certificate of Formation
Nonprofit Corporation

This space reserved for office use.

FILED
 In the Office of the
 Secretary of State of Texas
 NOV 30 2015
 Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

SUNSET RIDGE AT TUCKER KNOB HOMEOWNERS ASSOCIATION

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<u>Bill</u>	<u>K</u>	<u>Benton</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

<u>1251 CR 248</u>	<u>Georgetown</u>	<u>TX</u>	<u>78633</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors is required.

Director 1				
<u>Bill</u>	<u>K</u>	<u>Benton</u>		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>		<i>Suffix</i>
<u>1251 CR 248</u>	<u>Georgetown</u>	<u>TX</u>	<u>78633</u>	<u>USA</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Supplemental Provisions/Information

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Any actions to be taken by the members or directors that is required or authorized under the Texas Business Organization Code or the Corporation's governing documents may be taken without a meeting if a written consent is signed by members or directors having at least the minimum number of votes that would be necessary to take the action that is the subject of the consent at a meeting. This provision is intended to meet the requirements of TBOC §§6.202 and 22.220 respectively.

Organizer

The name and address of the organizer:

Walter C. Guebert

Name

5900 Balcones Drive, Suite 190

Austin

TX

78731

Street or Mailing Address

City

State

Zip Code

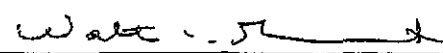
Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: November 20, 2015

 Signature of organizer

Walter C. Guebert

Printed or typed name of organizer

Form 202

RETURN TO:
 AUSTIN TITLE COMPANY
 STONEBRIDGE PLAZA II
 9600 N. MOPAC EXPRESSWAY
 SUITE 125
 AUSTIN, TX 78759-6507
 GF# AUT15011711-096-02

2015110733

Electronically Recorded

OFFICIAL PUBLIC RECORDS



Nancy E. Rister, County Clerk

12/22/2015 9:19 AM

Pages: 19 Fee: \$ 89.00

Williamson County Texas

Unofficial Document

EXHIBIT

C

Notice of Conditional Approval

dated November 13, 2025

Eric J.W. Visser, P.C.

Attorney and Counselor at Law

A PROFESSIONAL CORPORATION



2802 Flintrock Trace
Suite 280
Austin, TX 78738

t. (512) 795-0600
f. (512) 233-5894
eric@visserlaw.com

November 13, 2025

VIA ELECTRONIC MAIL

Matthew Chidester, Esq.

Chidester Law, PLLC

Attorney in Fact for Steven and Linda Burns

1000 Heritage Center Circle

Round Rock, Texas 78664

Re: ***Notice of Conditional Approval, Subset Ridge at Knob Creek Homeowners Association. Architectural Control Committee***
Applicant: ***Steven and Linda Burns***
Property: ***529 CR 254, Georgetown, Texas 78633, being 12.51 acres out of the James Northcross Survey, Abstract 478, Williamson County, Texas, being that same property conveyed to Applicant by warranty deed recorded in Doc. No. 202302274, Official Public Records of Williamson County, Texas***

Dear Matt,

As you know, I represent Sunset Ridge at Knob Hill Homeowners Association (the "Association"). The purpose of this letter is to issue and relay conditional approval of the designs for a single-family dwelling by your clients, the Applicant named above.

As of October 22, 2025, the following documents were submitted in paper form to three members of the Association:

1. Construction Designs for the erection of a steel building marked "Armstrong Builders: Job 58638" covering the design and erection prefabricated modular steel building components (hereinafter referred to as the "Metal Barn");
2. Construction Building Plans for a single-family residential home ("Residence") proposed to be built on the Property marked "Arkadia; Project 230903" by Studio Hajek dated October 2, 2025 (the "Residence Construction Set"). The Residence Construction Set includes a building envelope layout for the Metal

- Barn on Sheet AS.1, and topographical/elevation renderings of the Metal Barn and the Residence on Sheet AS.4;
3. Foundation and Structural Engineering Plans for the Metal Barn sealed May 25, 2025, by Feldt Consulting Engineers;
 4. Electrical Design Diagram for the Metal Barn, undated and unsigned;
 5. Approved 2024 Wildlife Management Plan/Wildlife Native Pasture open space agricultural use tax exemption issued for the Property by Williamson County Appraisal District;
 6. Application for 1-d-1 (WCAD Form 50-129) Agricultural (Open Space) Use Appraisal signed effective January 2024 by Steven Burns and covering the Property, including all supporting documents attached thereto;
 7. Overall Drainage Plan for the Property as improved by the Residence, sealed September 26, 2025, by Contrail Engineering, Inc., and referencing Job No. 20250017;
 8. Handwritten landscape design plan for the Property, undated and unsigned; and
 9. Landscaping Plat Legend.

The foregoing information was subsequently supplemented by electronic versions of the following:

10. Foundation and Structural Engineering Plans for the Residence sealed July 24, 2025, by Feldt Consulting Engineers;
11. Response to the Association's RFI related to finishes for the Residence which were submitted by you on behalf of Applicant on November 6, 2025 as follows:

Main house:

Walls: White stucco and locally quarried Texas cream limestone stacked stone, honed finish (photo of the stone from the stone yard attached to this email)

Roof: Matte black standing seam metal

Facia: matte black concrete fiberboard

Soffits: dark honey-colored treated shiplap pine (or similar species)

Windows/doorframes: matte black fiberglass and steel

Notice is hereby provided that the Architectural Control Committee of the Association ("ACC") by unanimous vote submitted on November 12, 2025, has **approved all of the foregoing enumerated designs related to the Residence; however, any all designs related to the Metal Barn have been rejected and remain unapproved.** As previously communicated between counsel, you indicated that your client was not pursuing approval of the Metal Barn as of last week. Out of an abundance of caution, you are notified that the ACC does not approve of the construction of the Metal Barn nor any building component related thereto, including but not limited to the foundation, and the Association intends to avail itself of all remedies in the event your clients nevertheless proceed with construction of the same.

The foregoing approval issued by the ACC is further expressly conditioned upon the following obligations imposed on the Applicant:

1. Clearing of the Property is only approved to reasonably accommodate the building envelope for the Residence, no clearing of any building envelope for the proposed Metal Barn is approved, and any clearing must in all respects comply with the Wildlife Management Plan for the Property in effect during construction, and all applicable laws and ordinances; and
2. Applicant shall remain responsible for damage remediation and repair to common areas, including driveways, fences, gates and other community improvements occasioned by Applicant or any of Applicant's contractors, suppliers and agents as a result of any construction activity to improve the Property; and
3. In approving the Overall Drainage Plan for the Property, the ACC makes no representation that the same complies in all regards with applicable law or standards of care as to the prevention of stormwater runoff into or onto the property of others, and Applicant shall remain liable for any claims, causes of action, lawsuits or damages occasioned by a change in stormwater discharge onto the property of others resulting from construction activities on the Property; and
4. Construction of the Residence must be finally completed within eighteen (18) months of commencement of construction, and commencement of construction must occur within six (6) months of the date of this notice; and
5. Applicant shall provide the ACC with the requisite notice of completion and grant the ACC an opportunity to inspect the completed Residence as mandated under Section 5.14 of the Declaration of Covenants, Conditions and Restrictions that run with the Property; and
6. No approval is deemed given nor should be assumed to have been given by the ACC for any improvements on your clients' lot other than those identified for the approved Residence as described in the designs above. Any subsequent redesign or alteration of exterior design or composition of exterior building materials are subject to review and re-approval by the ACC.

Finally, the Association wishes to relay the following requests, which are not conditions to the foregoing approval but are nevertheless recited herein as follows:

1. Applicant is again requested to pay the Association's landscaper for repairs made to the common area driveways as he previously committed to do; the invoice was transmitted to you earlier this week; and
2. All four lots governed by the Association are subject to renewal of their respective Wildlife Management Plans in 2026. The Association wishes to extend an invitation to the Burns to join in the collective renewal of these permits through Plateau Wildlife Management, the designated agent identified in the restrictive covenants. A meeting is planned with Plateau and the Board will communicate with your clients to arrange a mutually acceptable time for all owners to visit with Plateau in the near future; and

3. Your client is requested to proceed with restoration of the cleared area of the Property within proximity to the driveway. The board is open to discussing options. It is my understanding that your clients have previously promised to get this done.

Should you have any questions or concerns related to the foregoing, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric J.W. Visser", with a long horizontal flourish extending to the right.

Eric J.W. Visser, J.D., CCIM

cc: client, via email
file

EXHIBIT

D

Application for Approval of Workshop

submitted June 16, 2026

Lot 3 Workshop Proposal

16 June 2026

Architectural Control Committee
Sunset Ridge at Tucker Knob Homeowner's Association

Greetings, Neighbors.

Linda and I are pleased to present this proposal to the neighborhood Architectural Control Committee as described in Article V of the Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob ("the CC&Rs").

We propose building a workshop. The idea of a workshop on our property is not new; this proposal is more detailed and more formal than that which we presented to the ACC over a year ago. We have reviewed our plans with our architect, builder, and attorneys to make sure that we are strictly following the requirements of the CC&Rs. We have also listened carefully to feedback from members of the subdivision. We believe this proposal addresses those concerns while preserving our rights and tastes, as other owners have been able to do in shaping their own homes and improvements.

In addition to describing the proposed improvements, we have included our reasons for our proposal. We understand that this is more than the application requires, but we hope it helps explain our thinking.

We appreciate the Committee's time to carefully and fairly review this proposal.

We invite the Committee to meet with us should it feel the need to do so. Should the Committee have any questions, we would be glad to discuss them at that meeting, or in writing, whichever is most helpful.

Thank you for your time and consideration.

Sincerely,

Linda & Steve Burns

CC: Tiech, Bryan D; Anger, Timothy Duncan; Colwell, Timothy David; Chidester, Matthew

1 APPLICATION REQUIREMENTS

Sections 5.06(a), (b), and (c) of the CC&Rs list the following documents required for ACC review:

- “(a) plans and specifications, including elevations, exterior materials, colors, etc.;
- (b) a site plan rendering; and
- (c) plans and specifications for all outbuildings and fences and engineering plans for all drainage improvements, including ponds or tanks.”

To address requirement 5.06(a), we are providing the following:

Exhibit A1: “Ex A1 Construction Drawings and Specifications.2.pdf” (attached)

Exhibit A2: “Ex A2 Engineered Foundation Plan.pdf” (attached)

Exhibit A3: “Ex A3 Exterior Elevation Rendering.pdf” (attached)

For requirement 5.06(b), we provide the following:

Exhibit B1: “Ex B1 Site Plan.pdf” (attached)

We do not believe that requirement 5.06(c) applies to this proposal.

Section 2.01 D of the CC&Rs states the following:

“D. Drainage Considerations

.... Each Owner agrees to retain, at its sole expense, a licensed professional civil engineer or hydrologist to incorporate into any plans submitted to the ACC for approval related to any proposed Improvement, an analysis of existing conditions of the storm water drainage patterns and quantities of run-off water created by the contours of the respective Lot, and the resulting effects of construction of proposed Improvements thereon, as well as any effects on all adjacent lands, including, but not limited to, the neighboring Lots, and the Driveway. By purchasing a Lot, each Owner assumes the responsibility for obtaining professional guidance to determine the location of drainage patterns, flood plains and flood patters, as they may change from time to time, and for incorporating such designs as may be reasonably necessary to mitigate water runoff and flooding that may result from any proposed Improvement. Each Owner shall remain responsible for designing Improvements at such elevations and specific sites on each such Lot that will prevent flooding of the same or flooding of Improvements on other Lots. Each Owner shall ensure that any proposed Improvement will not result in alteration of the drainage patterns over, or amounts of run-off water experienced on other Lots.”

To meet the requirements of Section 2.01D, we are including:

Exhibit C1: “Ex C1 2025-09-26 Hydro and Drainage Study.pdf” (attached)

Although not required under any Article of the CC&Rs, we are providing the following documents by way of information:

Exhibit D1: "Ex D1 Lot 3 Vicinity and Topological Overview.pdf" (attached)

Exhibit D2: "Ex D2 Lot 3 Full Tree Survey Map.pdf" (attached)

Exhibit D3: "Ex D3 Landscape Plan.pdf" (attached)

Exhibit D4: "Ex D4 Sightlines.pdf" (attached)

2 DETAILED DESCRIPTION

Linda and I propose:

1. A structure called "the workshop," a single rectangular building with simple gabled roof framed atop a conventional post-tension slab-on-grade foundation. The footprint of the building is 40' x 70', yielding an enclosed area of 2500 square feet. The height of the building is 11' at the eaves and 15' at the ridgeline peak.

Please see exhibits A1, A2, and A3. A1 describes the construction, materials, and engineering details for the structure. A2 is the foundation plan, engineered and stamped by a professional engineer. A3 is a 3D rendering of all 5 sides of the structure.

2. Included in this proposal is a gravel skirt surrounding the structure and driveways that connect to the site's pre-approved main driveway. The skirt is approximately 12' wide on the north, south, and east sides of the structure, and approximately 25' wide on the west side. The driveways are approximately 12' wide. The skirt and driveways are comprised of 4"-6" quarry process white crushed stone on 4"-6" of road base. The skirt and driveways are permeable to support maximum ecological benefit and minimize impact to drainage patterns of the site and adjacent tracts.

Please see the detailed site plan exhibit B1. Details regarding the location chosen for the structure, skirt, and driveways are given in section 2.3 of this proposal.

3. Included in this proposal is a landscape plan. See the overview illustration exhibit D3. The landscape plan is detailed in section 2.5 of this proposal.

The workshop will be fully insulated and air conditioned for year-round use. It will have utility service for power, water, fiber optic networking, and septic. These will be tied into the utilities for the site that are part of the plan for our main house. The ACC approved the main house plan in November of 2025.

2.1 PURPOSE

Linda and I would like to inform the ACC of the purpose of the workshop, even though there is no requirement for us to do so in the CC&Rs.

We will use the workshop in the pursuit of our respective personal hobbies. Linda and I enjoy ceramics, woodworking, fiber and paper crafting, leatherworking, electronics, robotics, botany, bookbinding, screen printing and the like. All these activities are quiet. Even so, the building is fully insulated against noise. No harmful or dangerous substances are used or stored. All these activities

are small-scale, non-commercial, and harmless. No activities or materials of the nature described in section 2.01 I of the CC&Rs will result from our proposal. See exhibit S1 “Ex S1 CC&Rs Page 8 Sec 2.01 I.pdf”.

Upon our retirement, Linda and I had planned to travel extensively. We have had to adapt those plans due to Linda’s worsening neurological challenges. Linda’s crafting is a source of joy to her. We desire the workshop to be a place of calm and joy for both her and for me.

Linda and I deeply desire to maintain the quietude of the subdivision and the mutual privacy of our lot. We have carefully designed this workshop proposal so that in the full completion of the project, no structure or activity will be observable from outside our lot boundaries.

2.2 PERMISSIBILITY

A workshop is explicitly allowed under section 2.01A(a) of the CC&Rs:

“No structures shall be erected, placed or maintained on any Lot other than a conventionally constructed single-family private residence with such accessory structures and buildings as a barn, garage, work shop, cabana, guest house and/or servant’s quarters;”

Linda and I have made contractual arrangements with our builder to allow the builder to use the workshop as the builder’s on-site construction building. This use is also allowed under section 2.01A(a):

“Notwithstanding the foregoing, during construction of any Improvement, and subject to the prior approval of the ACC, a builder or contractor may maintain a construction office trailer or building on the Lot subject to such Improvement.”

The workshop would also be available to the builder as a secure materials staging and storage area. As each of you have had to build your homes and worry about keeping construction materials safe and secure, we are sure that you can appreciate the value of using the workshop in this way.

The workshop would continue as the builder’s on-site construction building until the completion of our main residence, which has already been approved by the ACC. After that, the workshop would become available for use by Linda and me. This arrangement complies with the occupancy stipulations of section 2.01A(a)

See exhibit S2 “Ex S2 CC&Rs Page 4 Sec 2.01A excerpt.pdf” for the parts of section 2.01A we are referring to.

2.3 LOCATION

2.3.1 Restrictions

As far as we and our attorneys can see, the CC&Rs specify only one restriction on the location of an improvement, in section 2.01B:

“In order to protect privacy and to promote the ability of each Lot Owner to better experience the natural beauty of the Property, there shall be no construction of any

kind, nor any clearing of any natural vegetation within twenty (20) feet of any interior Lot boundary line between Lots 1 and 2, Lots 2 and 3, and Lots 3 and 4 in the “Interior Lot line Clearance Setback” area, which is defined as the areas shown in Exhibit “B” [of the CC&Rs, not this proposal], attached hereto and incorporated herein for all purposes.”

Please refer to exhibit S3 “Ex S3 CC&Rs Page 6 Sec 2.01 except part 1.pdf” for the relevant text.

Exhibit B1 shows that all proposed construction – the building, skirt, and driveways – is outside the setbacks described in section 2.01B of the CC&Rs. The vertical dashed lines shown on the north and south lot boundaries mark those setbacks.

2.3.2 Selection Criteria

Linda and I have invested great care in selecting the location of the workshop. We used the following criteria:

2.3.2.1 *Creates no hydrological nor drainage issues to Lot 3 or any adjacent Lot.*

For further information on this important point, please see section 2.6 of this application. The admonitions of Section 2.01 D of the CC&Rs make clear the importance of this criterion. Exhibit S3 is the text of Section 2.01D.

2.3.2.2 *Preserves all heritage and high-value hardwood trees.*

Linda and I are deeply invested in preserving the desirable natural setting of the neighborhood. We were careful to be ecologically conscientious during construction planning to care for these precious trees. We had two tree surveys done and an additional building location survey performed. Exhibit D2 “Lot 3 Full Tree Survey Map” shows the heritage and hardwoods we seek to preserve.

2.3.2.3 *Is completely invisible from any neighboring residence and any neighboring Lot’s non “Flagpole areas.”*

A “flagpole area” is the long stretches of Lots 1, 2, and 3. The concept of “flagpole area” is described in section 2.01A(f) of the CC&Rs.

We have heard complaints that the workshop might be glimpsed along a short 50’ stretch of the access road. The cease-and-desist letter sent to us on 12 February 2026 (see exhibit S7) asserts that the structure would be “highly visible.” Linda and I offer the following response:

Exhibit D4 shows that there is more than 200 feet of mature evergreen screening vegetation between the proposed structure and the nearest residence. In addition, the minimum visual distance from the edge of the shared access road to the Proposed Structure is filtered through approximately 100 feet of mature, evergreen ashe juniper. That vegetation is evergreen year-round. Exhibit S12 is a catalog of recent photographs taken from the vantage points marked on the map in exhibit D2.

We believe that these exhibits clearly show that there is **no** un-occluded sight line from outside Lot 3 boundaries to the Proposed Structure. Accordingly, the claim in the cease-and-desist letter that the proposed structure would be “highly visible” is not supported by the facts. We ask that you consider the facts and evaluate that overstatement accordingly.

Even so, Linda and I grant that, on an approximately 50' stretch the flagpole area access road, the structure might be glimpsed through the trees. Even though the structure would be barely discernable at that spot, Linda and I want to be responsive to the feedback we have received. Accordingly, we have developed the landscaping plan described in section 2.5 of this application. That plan will result in the structure being completely invisible from any vantage point along that stretch.

We sincerely believe that this accommodation fully addresses the concern.

Linda and I also point out that visibility of a proposed structure is not under the CC&Rs, Texas law or Texas State Supreme Court precedent a legitimate basis for disapproval of our proposal. We include the landscaping plan described in section 2.5 of this proposal because we want to be thoughtful and responsive to the feedback we have received.

2.3.2.4 Is compatible with our in-force Wildlife Management Plan.

Section 2.01 Q (c) stipulates the Wildlife Management plan requirements of the owners. See exhibit S5 for the text. As we explain in section 2.5.1 of this application, the proposed location is fully consistent with our in-force Wildlife Management plan. Exhibit S4 is an excerpt from our plan for your reference.

2.3.2.5 Is within a serviceable distance of the utility service points for electrical power, water, and fiber optic networking.

The utility lines for the lot were disclosed in the site plan of our application for our main residence, which was approved by the HOA ACC on 13 Nov 2025. Also shown in that application is how the utility lines coordinate with the needs of the workshop. The utility lines were shown to be shared on that approved plan. Please refer to exhibit B1, which is that same site plan and the site plan of this proposal.

Since the shared utility lines scheme is part of the approved main residence application, we expect that there is no concern from the ACC on this point.

2.3.2.6 Is located on a topologically safe, sound, and engineering-appropriate region

All the lots in the subdivision are similar in that each includes a hillside slope. Our detailed topological survey map is shown as exhibit D1. As exhibit D1 shows, the proposed location of the workshop is one very few candidate areas on our lot that lends itself to the proposed structure.

2.3.2.7 Is easily accessible from the main residence and its surrounding landscape to people of limited mobility.

Linda already suffers from significant mobility restrictions. Further, both of us desire to age in-place and maximize the utility of the workshop as our physical faculties decline. We believe that no other location on the Lot is more suitable from this perspective than on the proposed site.

2.3.2.8 Conclusion

As you can see, many of those criteria are specifically meant to ensure compatibility with the “environmentally sensitive, harmonious, conventional and conservation-oriented ethos of the Subdivision.” Additionally, we feel that these criteria are thoughtful and reasonable given the structure’s conventional construction engineering.

Linda and I strongly believe that proposed location of the workshop is the only location on the lot at which it is possible to satisfy all the declarations and restrictions of the CC&Rs in section 2.01B and all of the above criteria.

2.4 DESIGN AND STYLE

2.4.1 Background

Linda was raised on a private coffee plantation in a rural community in many ways not dissimilar to the rural community in which the Proposed Structure is to be located. That village is called El Hatillo. It is located about a dozen miles outside of the Honduran capital Tegucigalpa.

Linda was educated as a child by Mennonite missionaries that operated (and still operate) a bilingual American school called Academia Pinares. The school and surroundings were idyllic. Linda has many fond memories of the Mennonites that cared for and instructed her.

Those missionaries served for varying periods of time ranging from months to years to decades. They left their homes and communities in the United States to follow the dictates of their hearts in service of others. They brought with them their values, culture, traditions and sensibilities. They broadened the experience of the children they taught with these perspectives.

Part of that culture and tradition is a simple rural lifestyle with simple architecture featuring cheerful, white-trimmed barn-red structures. Linda has particularly fond memories of the school cook Aunt Dot, easily visualized on her little red barn back home somewhere in middle America.

Linda's neurological challenges have necessitated changes in the Applicant's retirement plans. The role of the workshop as a refuge and place of joy is more important to her now than ever before. It figures large in our aspirations to enjoy our property.

When Linda and I were envisioning the design for the workshop, Linda harkened back to Aunt Dot. A little red barn seemed to both of us to be the perfect design for a comforting and peaceful place, one that connects her to her childhood and to feelings of safety and caring.

<https://www.pinares.org/who-we-are/>

2.4.2 Restrictions

The CC&Rs declarations make only this statement regarding design restrictions on improvements, in Section 5.06:

“No Improvement shall be allowed on any Lot or portion of the Property which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with other development in the Property and the surrounding area.”

“Compatibility” is an ambiguous term and is not legally meaningful. Texas Property Code §202.003(a) expressly provides that a restrictive covenant “shall be liberally construed to give effect to its purposes and intent.” Texas Property Code §202.004(a) further makes clear that the discretionary authority of a property owners association cannot be exercised in an “arbitrary, capricious, or discriminatory” manner.

Simply put, the Association may enforce only those architectural or placement standards that are explicitly stated in the recorded Declaration. It may not create new, ad hoc requirements based on subjective preferences or on the standards and objections of individual Board Members.

Texas courts have consistently held that a property owners' association cannot deny a compliant plan merely because of aesthetic preferences or to protect views when no such covenant exists. See, e.g., *Davis v. Huey*, 620 S.W.2d 561 (Tex. 1981), holding that covenants are strictly construed and may not be extended by implication.

Accordingly, the color of the workshop, the materials used for the façade, and the general style of the structure go beyond the purview of the Board unless the Board is asserting unambiguous terms from the Declaration. The law favors the free and unrestricted use of land and does not permit a subjective clause or a neighbor's visual preferences to govern the lawful use of land.

Even so, Linda and I desire to adhere not only to the letter of the CC&Rs, but also to their spirit. Accordingly, we examined improvements in the subdivision, adjacent tracts of land, and improvements within a 3-mile radius of our lot in order to propose a plan that is "compatible with other development in the Property and the surrounding area."

2.4.3 Compatibility with Other Development in the Subdivision

When considering the design for our workshop, Linda and I examined the existing structures on the other 3 lots in the subdivision. We also considered the design of our main house, which the ACC approved on 13 November 2025 without comment on its style, color, or materials.

We observe a meaningful range of colors, materials, design elements, and architectural styles among the 4 residences of the subdivision. Colors, materials, design elements, and architectural styles vary significantly across the four lots. Illustrations of this variation are provided in exhibit S9 "Ex S9 Survey of Sunset Ridge Styles.pdf"

2.4.4 Compatibility with Other Development in the Surrounding Area

Linda and I then expanded the area of consideration to include tracts immediately adjacent to the subdivision. We found several examples of improvements that are similar or identical in design and/or coloring and/or materials to our proposed workshop.

Please refer to exhibit S10 "Ex S10 Similar Structures Adjacent.pdf" for photos of these examples.

We then expanded the search to the immediate vicinity within a 3-mile radius of the Proposed Structure. In that region, we found many examples of structures that are essentially identical in design and/or coloring and/or materials to the workshop we propose. See exhibit S11 "Ex S11 Similar Structures nearby.pdf" for photographs.

2.4.5 Conclusion

From our careful consideration of each structure on the 4 Lots of the Subdivision, structures located in tracts immediately adjacent to the subdivision, and structures within a 3-mile radius of the Subdivision, we see that improvements that are "compatible" with our proposal, even identical in color, materials, and design, are commonplace.

Linda and I conclude that our proposal scrupulously meets the requirements of the CC&Rs in both spirit and letter.

We understand that others may have preferences different to ours. We respectfully request that you evaluate this proposal based on the information provided here.

2.5 LANDSCAPING

2.5.1 Clearing

Linda and I are aware that some of the residents of the neighborhood deem the clearing of our lot in preparation for the workshop as improper. In response, we would like to share the following information:

Firstly, the cleared region in question is well within the 20' setback boundaries described in section 2.01B of the CC&Rs. Those setbacks are the only restrictions in the CC&Rs with respect to removal of vegetation.

Secondly, removal of ashe juniper in the cleared region was performed in accordance with the Best Practices described in our filed, approved, and in-force Williamson County Appraisal District Wildlife Management Plan. The relevant section of that plan is exhibit S4 "Ex S4 Lot 3 WCAD Wildlife Mgmt Plan Page 21.pdf".

Accordingly, we conclude that our management of the vegetation on our lot has been proper and consistent with both the CC&Rs and our Wildlife Management Plan.

2.5.2 Detailed Description

In keeping with the facts set out in section 2.3.2.3, Linda and I include in this proposal the establishment of several spans of screening vegetation comprised of a variety of "bush form" and "tree form" evergreen plants. These plants will be selected from, but not limited to, the species and varieties listed in Appendix 5.2, all of which are native to Central Texas. These are evergreen native species that provide food and habitat for pollinators and birds and that enhance and complement the vegetation extant on the subject property.

The spans of screening proposed are illustrated in exhibit D3.

2.6 HYDROLOGICAL AND DRAINAGE IMPACT

Please refer to exhibit C1 2025-09-26 Hydro and Drainage Study. This is the professionally prepared hydrological and drainage study required under section 2.01 D of the CC&Rs. The study reveals no concerns with drainage impacts with the Proposed Structure. In fact, the engineer that prepared the study includes this note on Page 1 specifically addressing this point:

"THE LOCATION AND MINOR GRADING AROUND THE DETACHED WORKSHOP DOES NOT SIGNIFICANTLY AFFECT THE OVERALL SITE DRAINAGE."

2.7 SCHEDULE

Linda and I expect that our builder will immediately proceed to complete site preparation, construction of the foundation, erection of the structure, installation of utilities, and insulation of the interior upon receipt of written approval of this application.

Building the foundations of both the proposed workshop and the approved main house at the same time should also reduce the overall duration of construction activity for the neighborhood.

We anticipate that construction of the workshop will be completed concurrently with that of the main house.

Per provisions and stipulations of section 2.01A(a) of the CC&Rs, use of the Proposed Structure is limited to functioning as the builder's site office until completion of the main house.

3 CONCLUSION

Linda and I, together with our architect, builder, and legal counsel, believe that the proposals in this application adhere in all respects to every point of both the spirit and letter of the restrictions described in the CC&Rs.

The Applicants invite the ACC to speedily approve this application. Per section 5.02 of the CC&Rs approval is met by the vote of any two of the three members of the ACC.

Thank you for your time and consideration.

4 APPENDICES

4.1 TABLE OF ACCOMPANYING EXHIBITS

Exhibit Name	Bates Numbers
Ex A1 Construction Drawings and Specifications.2.pdf	BURNS-529-000001 - BURNS-529-000016
Ex A2 Engineered Foundation Plan.pdf	BURNS-529-000017 - BURNS-529-000018
Ex A3 Exterior Elevation Rendering.pdf	BURNS-529-000019 - BURNS-529-000020
Ex B1 Site Plan.pdf	BURNS-529-000021
Ex C1 2025-09-26 Hydro and Drainage Study.pdf	BURNS-529-000022 - BURNS-529-000023
Ex D1 Lot 3 Vicinity and Topological Overview.pdf	BURNS-529-000024
Ex D2 Lot 3 Full Tree Survey Map.pdf	BURNS-529-000025
Ex D3 Landscape Plan.pdf	BURNS-529-000026
Ex D4 Sightlines.pdf	BURNS-529-000027
Ex S1 CC&Rs Page 8 Sec 2.01 I.pdf	BURNS-529-000028
Ex S2 CC&Rs Page 4 Sec 2.01A excerpt.pdf	BURNS-529-000029
Ex S3 CC&Rs Page 6 Sec 2.01 except part 1.pdf	BURNS-529-000030
Ex S3 CC&Rs Page 7 Sec 2.01 excerpt part 2.pdf	BURNS-529-000031

Ex S4 Lot 3 WCAD Wildlife Mgmt Plan Page 21.pdf	BURNS-529-000032
Ex S5 CC&Rs page 12 Sec 2.01 Q part 1.pdf	BURNS-529-000033
Ex S5 CC&Rs page 13 Sec 2.01 Q part 2.pdf	BURNS-529-000034
Ex S6 CC&Rs Page 18 Sec 5.06 part 1.pdf	BURNS-529-000035
Ex S6 CC&Rs Page 18 Sec 5.06 part 2.pdf	BURNS-529-000036
Ex S7 2026-02-12 cease and desist letter.pdf	BURNS-529-000037 - BURNS-529-000039
Ex S8 Sunset Ridge Plat Survey.pdf	BURNS-529-000040
Ex S9 Survey of Sunset Ridge Styles.pdf	BURNS-529-000041 - BURNS-529-000044
Ex S10 Similar structures adjacent tracts.pdf	BURNS-529-000045
Ex S11 Similar Structures nearby.pdf	BURNS-529-000046 - BURNS-529-000047
Ex S12 Proof of Screening Vegetation.pdf	BURNS-529-000048 - BURNS-529-000057

4.2 CANDIDATE LANDSCAPING VARIETALS

[*Juniperus virginiana* \(Eastern Red Cedar\)](#).

Typical height at maturity 30-40 feet, but can reach 90 feet.

[*Dermatophyllum secundiflorum* \(Texas mountain laurel\)](#) 10-20 feet, can reach 30 feet

[*Ilex vomitoria* \(yaupon holly\)](#). 12-25 feet at maturity

[*Ilex opaca* \(American holly\)](#)

[*Pinus taeda* \(loblolly pine\)](#)

[*Prunus caroliniana* \(Carolina cherry-laurel\)](#)

[*Magnolia virginiana* \(sweetbay magnolia\)](#)

[*Ehretia anacua* \(knockaway\)](#)

[*Morella cerifera* \(wax myrtle\)](#) is another evergreen, drought-tolerant choice that has the advantage of being fast growing.

[*Mahonia trifoliolata* \(agarita\)](#)

[*Mahonia swaseyi* \(Texas barberry\)](#)

4.3 CONTACT INFORMATION

Linda & Steve Burns
101 Layton Way
Georgetown, TX 78633

Counsel to the Applicants:
Matthew Chidester
Managing Attorney
Chidester Law PLLC
1000 Heritage Center Circle, Round Rock, Texas, 78664
Tel 512-900-3141
mchidester@chidester-law.com
www.chidesterlawoffice.com

(end of document)

EXHIBIT

E

Notice to Cease and Desist

dated August 4, 2026

Tuesday, August 4, 2026



Direct Email:
short@westshorthowell.law

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
RECEIPT NO. 9589 0710 5270 3357 9308 81 AND
EMAIL TO: MCHIDESTER@CHIDESTER-LAW.COM

Matthew Chidester
Chidester Law PLLC
1000 Heritage Circle
Round Rock TX 78664

Re: **NOTICE TO CEASE AND DESIST**

Sunset Ridge at Tucker Knob Homeowners Association (the "HOA").

Matthew:

I regret that I am writing you today about the extreme and outrageous actions of your clients, Steve and Linda Burns, concerning the HOA and its committee, the Architectural Control Committee (the "ACC").

Specifically, as you know, the Burns' have submitted applications to the ACC for the construction of a new residence and a workshop on Lot 3 pursuant to the Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob, recorded on December 18, 2015, as Document No. 2015110009 in the Official Public Records of Williamson County, Texas (the "Declaration"). Under Section 5.06 of the Declaration, the ACC is permitted to inspect the "construction in progress" on Lot 3, and permitted by Section 5.14 of the Declaration to inspect the "completed work and correction of defects therein." In addition, the HOA is permitted by Section 2.01(Q)(d) of the Declaration to inspect Lot 3 to "ensure compliance with the Wildlife Management Use Plan" and to "enforce this restriction."

Despite these express rights granted to members of the ACC and the HOA to inspect Lot 3, your clients saw fit to contact the Williamson County Sheriff and accuse the 3 members of the ACC, who are also on the Board of the HOA, of *criminal trespass* on Lot 3, namely Dustin Anger, David Colwell, and Bryan Teich. This resulted in the Sheriff delivering three separate "Criminal Trespass Warning" documents to them. I am enclosing an example of the warning delivered by the Sheriff herein. You will note that the warning states:

Pursuant to the **Texas Penal Code Section 30.05, CRIMINAL TRESPASS**, effective this date, you are hereby given notice that your presence on the stated property is now forbidden. Violation of this Criminal Trespass Warning will result in your arrest as authorized

under Section 30.05. An offense under this section is a Class B Misdemeanor, punishable by a **fine not to exceed \$2,000.00, or confinement in jail for a term not to exceed 180 days, or both** fine and confinement in jail.

With respect to your clients' complaint for criminal trespass, consent is a defense, and consent can be express or implied, and based upon a contract between the parties. Here, the Declaration expressly provides consent to enter onto your clients' property.

Because the HOA has express consent to enter onto Lot 3 for the purposes stated in the Declaration, your clients do not have probable cause to initiate any prosecution of the members of the HOA or the ACC, and worse, it appears that your clients are acting out of malice for the ACC given the increasingly hostile interactions between your clients and its members. As such, any further complaints by your clients that members of the HOA and the ACC are committing a *criminal trespass* by performing the functions of HOA and/or the ACC will lead to civil liability by your clients for *malicious prosecution*, in addition to civil liability for violating the Declaration itself.

On behalf of the HOA, I must therefore insist that your clients CEASE AND DESIST from making any further complaints to the Williamson County Sheriff, or any other law enforcement agency, about members of the HOA and/or the ACC exercising their express rights and/or functions granted by the Declaration.

Please acknowledge that your clients will comply with this notice by **Friday, August 7, 2026**. While Section 2.01(T) normally provides for a 30-day notice for your clients to remedy a violation of the Declaration, in this case because of the harm that the criminal complaints present to the members of the HOA/ACC, the HOA considers this an **emergency** matter that requires only three (3) days' notice. Please be advised that if I fail to receive such acknowledgment, the next step will be to file suit against your clients for violation of the Declaration, in which the HOA will seek injunctive relief in the form of a TRO and Temporary Injunction against your clients, both preventing them from making any further criminal complaints, and permitting the HOA and the ACC to continue to inspect Lot 3. Perhaps not surprisingly, the cost of such suit will then be pursued as either a Special Assessment upon Lot 3 by the Board of the HOA pursuant to 6.03 of the Declaration. In addition, because of the indemnity obligations that the HOA has pursuant to Section 2.01(T) of the Declaration, Article XIII of the HOA Bylaws, and Chapter 8 of the Business Organizations Code, the HOA may also pursue recovery of any legal fees incurred by the individual members of the HOA to defend themselves against your clients' criminal complaint(s).

Matthew Chidester
Tuesday, August 4, 2026

Matthew, as you can surmise, the relationship between your clients and the members of the HOA and ACC, all of whom are your clients' neighbors, has reached a low point. While the HOA does not welcome the idea of filing suit against homeowners, your clients extreme and outrageous actions of making a criminal complaint against the members the ACC for doing their jobs will not go unanswered. I therefore strongly urge you to advise your clients to stop this nonsense before it goes any further.

I look forward to hearing from you by **Friday, August 7, 2026.**

Very truly yours,

WEST SHORT & HOWELL, PLLC

By:



N. West Short

/Enclosure

Williamson County Sheriff's Office

508 S. Rock St.

Georgetown, Texas 78626

Telephone (512) 943-1300

FAX (512) 943-1444



Criminal Trespass Warning

Pursuant to **Texas Penal Code Section 30.05, CRIMINAL TRESPASS**, effective this date, you are hereby given notice that your presence on the stated property is now forbidden. Violation of this Criminal Trespass Warning will result in your arrest as authorized under Section 30.05. An offense under this section is a Class B Misdemeanor, punishable by a **fine not to exceed \$2,000.00, or confinement in jail for a term not to exceed 180 days, or both** fine and confinement in jail.

Date 07 / 27 / 26 Time 13 : 38 AM/PM Case # C 2026-07-00892

Property

Name BURNS, STEVEN

Address 529 CR 254

City GEORGETOWN State TX Zip 77633

Agent N/A (PROP. OWNER) Phone () -

Person Receiving Warning

Name TEICH, BRYAN

Race W Sex M / F D.O.B. 02 / 02 / 1959

Address 517 CR 254

City GEORGETOWN State TX Zip 77633

Home Phone (512) 964 - 4119 Alt. Phone () -

School (if applicable) N/A

Signature of Person Warned [Signature]

Signature of Officer Giving Warning [Signature] #16130

White: Deputy's Copy Green: Sheriff's Office Report Copy Yellow: Owner/Agent Copy Pink: Violator Copy

EXHIBIT

F

Notice of Violation
dated August 4, 2026

Tuesday, August 4, 2026



Direct Email:
short@westshorthowell.law

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
RECEIPT NO. 9589 0710 5270 3357 9308 98 AND
EMAIL TO: MCHIDESTER@CHIDESTER-LAW.COM

Matthew Chidester
Chidester Law PLLC
1000 Heritage Circle
Round Rock TX 78664

Re: **NOTICE OF VIOLATION**

Sunset Ridge at Tucker Knob Homeowners Association (the "HOA").

Matthew:

I am writing you about the ongoing violation of the Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob, recorded on December 18, 2015, as Document No. 2015110009 in the Official Public Records of Williamson County, Texas (the "Declaration"), by your clients, Steve and Linda Burns, in the hopes that they will remedy the same within the required time period.

Specifically, Section 2.01(Q) of the Declaration requires each homeowner in the subdivision to hire "Plateau Land and Wildlife, Inc., or such other consultant as may be designated from time to time by the HOA." The consultant designated by the HOA remains Plateau Land and Wildlife, Inc. Despite this, the HOA has no evidence that your client has actually hired Plateau Land and Wildlife, Inc., and worse your clients have actually hired a different company for some reason that is not clear to me. I understand that they believe that hiring a company other than Plateau Land and Wildlife, Inc., will not affect the other homeowners, or the overall wildlife plan for the neighborhood. While I do not know if your clients' belief is accurate or not, that belief does not change their obligations under the Declaration.

Pursuant to Section 2.01(T) of the Declaration, your clients have **thirty (30) days, or until Thursday, September 3, 2026**, to cure this breach of the Declaration, and provide evidence to the HOA that they have hired Plateau Land and Wildlife, Inc., to manage the wildlife exemption for Lot 3.

I look forward to hearing that your clients have complied with this notice within thirty (30) days.

Matthew Chidester
Tuesday, August 4, 2026

Very truly yours,

WEST SHORT & HOWELL, PLLC

By: 
N. West Short

EXHIBIT

G

Letter of the Association's Counsel

dated August 12, 2026



West Short
& Howell, PLLC

*Attorneys and
Counselors at Law*

a 313 West 10th Street
Georgetown, Texas
78626

p 512.864.3911
f 512.864.3966

w westshorthowell.law

Wednesday, August 12, 2026

Direct Email:
short@westshorthowell.law

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED.
RECEIPT NO. 9589 0710 5270 3357 9309 11
VIA FIRST CLASS MAIL AND VIA EMAIL TO: STEVEN.BURNS@LIVE.COM

Linda & Steve Burns
101 Layton Way
Georgetown TX 78633

Re: Sunset Ridge at Tucker Knob Homeowners Association.

Linda & Steve:

As you know from Matthew Chidester, whom I understand no longer represents you, I represent the Sunset Ridge at Tucker Knob Homeowners Association, a Texas Non-Profit Corporation (the "Association"). You submitted an application to the Architectural Control Committee of the Association (the "ACC") dated June 16, 2026, pursuant to the Declaration of Covenants, Conditions and Restrictions for Sunset Ridge at Tucker Knob, recorded on December 18, 2015, as Document No. 2015110009 in the Official Public Records of Williamson County, Texas (the "Declaration"). This letter is written, in part, in response to that application.

At the outset, I want to address the elephant in the room. There are only four (4) lots in the subdivision that are governed by the Association, including your Lot 3. Both the HOA and the ACC are currently operated by the other three of your new neighbors. In the short time that you have owned Lot 3, it appears that a serious dispute has already arisen between yourselves and your other three neighbors, to the point that you contacted the Williamson County Sheriff and had all three of them served with a "Criminal Trespass Warning," which effectively bars the ACC from performing its function of inspecting Lot 3, as stated in Section 5.06 of the Declaration.

So you had the same people served with a "Criminal Trespass Warning" who are considering your application to construct a workshop on behalf of the ACC, and who will be obligated to inspect that construction in progress. Needless to say, this did not sit well with your neighbors.

In 33+ years of practicing law, it has been my experience that disputes among neighbors can be some of the most difficult, time consuming and personally taxing of any disputes – second only to divorces in their intensity. It is perhaps for this reason that the phrases "love thy neighbor," and its corollary, "good fences make good neighbors," were coined.

In this regard, my purpose in writing you today is not to ignite a legal dispute with you, or to raise the bar on the unpleasantness that seems to have occurred between your neighbors and yourselves. Rather, my purpose is to give you the opportunity to resolve a brewing dispute without the need for any lawyers or courts to be involved, which I'm sure you will agree would be best for all concerned.

Now for the substance. There are several outstanding issues that I intend to address in this letter, as follows:

1. The ACC's Decision on Your June 16, 2026, Application.

Because the ACC is currently prohibited by the criminal trespass warnings that you had served upon each of the members, threatening them with jail and/or a fine if they set foot on Lot 3, the ACC has determined that it would be unable to perform the function of inspecting the project that is the subject of your application. Accordingly, the ACC has DENIED your application at this time.

The ACC has also decided that if you were to rescind the criminal trespass warnings, and agree not to interfere with the functions of the Association and the ACC by contacting law enforcement, you may re-submit your application to the ACC for consideration. Until then, please note that Section 2.01A(a) of the Declaration prohibits any construction of improvements on your Lot 3 unless and until you have received prior written approval to do so from the ACC pursuant to Article IV of the Declaration. On its face, this means that you are not permitted to construct the workshop, or anything else that was the subject your application, until such time as the ACC has approved it.

2. The Ongoing Construction of Your Residence.

You had previously submitted to the ACC plans for construction of your residence itself, which plans were approved by the ACC without incident. However, with your recent involvement of law enforcement in serving criminal trespass warnings on the members of the ACC, threatening them with jail and/or fines if they set foot on your Lot 3, this has changed.

Specifically, as noted above, one of the ACC's functions is to inspect construction in progress of your residence to ensure compliance with the Declaration, and with the application that was approved. That function is now prevented by the criminal trespass warnings.

What this means for the Association is that there is no way for any of the members of the ACC to ensure that what is being constructed either matches the application or complies with the Declaration. As such, the Association's only recourse is to file a lawsuit to obtain an injunction to stop all construction on Lot 3 until such time as you rescind the criminal trespass warnings, and

agree in writing not to interfere with the functions of the Association and the ACC by contacting law enforcement. In this regard, you are in charge of what happens next. It is my sincere hope that you will simply comply with this request rather than force the Association to incur the time and expense of a lawsuit, the expenses of which will likely be assessed against your Lot 3 in a special assessment.

I need to hear from you on this very quickly – within three (3) days of your receipt of this letter – as the ongoing construction without ACC inspection presents an emergency for the Association that must be addressed quickly.

3. The Ongoing Failure to Hire Plateau Land and Wildlife, Inc.

This is the subject of a letter that I sent to your former attorney on August 4, 2026, before he ceased representing you. Although he forwarded it to you, I am enclosing another copy for your reference. The Association considers this a very serious matter as it is unclear whether your failure to hire the wildlife manager specified in the Declaration will affect the rest of the subdivision. As stated in my letter, you have until Thursday, September 3, 2026, to comply with Section 2.01Q of the Declaration.

4. Bottom Line.

Your decision to have your neighbors served with criminal trespass warnings has set in motion events that we cannot avoid. Should you fail or refuse to withdraw those criminal trespass warnings and agree not to involve law enforcement in preventing the Association and/or ACC from performing their functions, the ACC cannot approve any further construction on your Lot 3, and worse, the Association will be required to take action to stop the existing construction.

To be clear, the Association would prefer to resolve these outstanding issues amicably, in a neighborly fashion, without the necessity of any further unpleasantness or court involvement. The necessity of such steps, however, rests entirely in your hands for the moment.

I therefore sincerely hope you will agree to comply with the aforesaid requests at your earliest convenience, not only so construction of your home can continue undaunted, but so that we can put the past unpleasantness in the rear-view mirror.

Should you wish to discuss this matter with me directly, please contact me at the telephone number listed on the first page of this letter.

Linda & Steven Burns
Wednesday, August 12, 2026

Very truly yours,

WEST SHORT & HOWELL, PLLC

By: 
N. West Short

/Enclosure



West Short
& Howell, PLLC

*Attorneys and
Counselors at Law*

a 313 West 10th Street
Georgetown, Texas
78626

p 512.864.3911

f 512.864.3966

w westshorthowell.law

Tuesday, August 4, 2026

Direct Email:
short@westshorthowell.law

VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED.
RECEIPT NO. 9589 0710 5270 3357 9308 98 AND
EMAIL TO: MCHIDESTER@CHIDESTER-LAW.COM

Matthew Chidester
Chidester Law PLLC
1000 Heritage Circle
Round Rock TX 78664

Re: **NOTICE OF VIOLATION**

Sunset Ridge at Tucker Knob Homeowners Association (the "HOA").

Matthew:

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Specifically, Section 2.01(Q) of the Declaration requires each homeowner in the subdivision to hire "Plateau Land and Wildlife, Inc., or such other consultant as may be designated from time to time by the HOA." The consultant designated by the HOA remains Plateau Land and Wildlife, Inc. Despite this, the HOA has no evidence that your client has actually hired Plateau Land and Wildlife, Inc., and worse your clients have actually hired a different company for some reason that is not clear to me. I understand that they believe that hiring a company other than Plateau Land and Wildlife, Inc., will not affect the other homeowners, or the overall wildlife plan for the neighborhood. While I do not know if your clients' belief is accurate or not, that belief does not change their obligations under the Declaration.

Pursuant to Section 2.01(T) of the Declaration, your clients have **thirty (30) days, or until Thursday, September 3, 2026**, to cure this breach of the Declaration, and provide evidence to the HOA that they have hired Plateau Land and Wildlife, Inc., to manage the wildlife exemption for Lot 3.

I look forward to hearing that your clients have complied with this notice within thirty (30) days.

Matthew Chidester
Tuesday, August 4, 2026

Very truly yours,

WEST SHORT & HOWELL, PLLC

By: 
N. West Short