

**AMENDED AND RESTATED FLYING L RANCH SUBDIVISION
DECLARATION OF RESTRICTIVE COVENANTS
(Effective January 11, 2025)**

Flying L Ranch Property Owners' Association, Inc. (the "Association") acting in accordance with its By-laws and the Texas Property Code makes this Amended and Restated Flying L Ranch Declaration of Restrictive Covenants ("Declaration") to run with the Property for the purpose of promoting a uniform plan of development.

ARTICLE I. DEFINITIONS

SECTION 1 "Association" shall mean and refer to FLYING L RANCH PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

SECTION 2 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

SECTION 3 "Common Area" shall mean all real property owned or used by the Association for the common use and enjoyment of the Owners.

SECTION 4 "Lot" shall mean any lot depicted on a recorded subdivision plat filed of record in the Real Property Records of Bandera County, Texas, with the exception of Common Area.

SECTION 5 "Unimproved Lot" shall mean a lot that has received no development, construction, or site preparation.

SECTION 6 "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

SECTION 7 "Members" shall mean and refer to every person or entity that holds a membership in the Association. Members shall be entitled to vote as herein provided below.

SECTION 8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, and shall include contract sales, but shall not include those holding title merely as security for performance of an obligation.

SECTION 9 "Attached" shall mean permanently incorporated into the structure of the residence in a manner so as to be architecturally harmonious with the residence and approved by the Architectural Control Committee. Examples: directly attached to the house by the roof or by a reinforced concrete walkway from the home to the other structure.

SECTION 10 "Easement" shall mean a utility, maintenance and other easement of record as referenced in this Declaration.

SECTION 11 "Effective Date" shall mean the date this Declaration is filed of record in the Official Public Records of Bandera County, Texas.

SECTION 12 "Single Family Residence" shall mean a house occupied by not more than one family; any detached building consisting of one dwelling unit that is occupied or intended to be occupied as the home or residence of one family.

SECTION 13 "Multi-Family Structure" shall mean a classification of housing where multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex.

SECTION 14 "Fundamental Actions" includes: (1) an amendment to the HOA/POA Articles of Incorporation; (2) a voluntary winding up of the Nonprofit Corporation HOA/POA; (3) a revocation of a

voluntary decision to wind up the Nonprofit Corporation HOA/POA; (4) a cancellation of an event requiring winding up the Nonprofit Corporation HOA/POA; (5) a reinstatement of the Nonprofit Corporation HOA/POA; (6) a distribution plan for the distribution of corporate property upon winding up the Nonprofit Corporation HOA/POA; (7) a plan of merger for merging the Nonprofit Corporation with another entity; (8) a sale of all or substantially all of the assets of the Nonprofit Corporation HOA/POA; (9) a plan of conversion to convert the Nonprofit Corporation HOA into another type of entity; and (10) a plan of exchange of interest.

ARTICLE II. PROPERTY

SECTION 1 The real property subject to this Declaration (the “Property” or the “Subdivision”) is Flying L Ranch Sections 1, 2, 3, 4, 5, 5A, 5B, 6, 7, 8, 9, 10, 10RA & RB, 11, 12, 13, 14, 15, 16, 17, as shown by the respective plats thereof filed of record in the Plat Records of Bandera County, Texas.

SECTION 2 This Declaration supersedes and replaces:

- a. Bylaws of Flying “L” Ranch Property Owners’ Association dated March 10, 1972 and recorded on March 14, 1972 in Volume 146, Pages 624-632 and Restrictive Covenants dated March 4, 1972, and recorded on March 14, 1972 in Vol. 146, pages 633-636 of the Deed Records, Bandera County, Texas;
- b. Bylaws of Flying “L” Ranch Property Owners’ Association and Restrictive Covenants dated July 19, 1972, and recorded on July 21, 1972 in Vol. 148, Pages 688-700 of the Deed Records, Bandera County, Texas;
- c. The Declaration of Restrictive Covenants recorded on July 26, 1991 in Vol. 355, Pages 014-018 of the Official Public Records, Bandera County, Texas;
- d. The Declaration of Restrictive Covenants recorded on July 28, 1994 in Vol. 0406, Pages 814-817 of the Official Public Records, Bandera County, Texas; and
- e. The By-Laws of the Flying L Ranch Property Owners' Association Inc. dated November 15, 1995 and recorded on November 1, 1995 in Volume 432, pages 77-82 and Document No. 96165 of the Official Public Records, Bandera County, Texas;
- f. The Declaration of Restrictive Covenants recorded on April 14, 2000 in Vol. 529, Pages 493-505 and Document No. 0118735 of the Official Public Records, Bandera County, Texas;
- g. The By-Laws of the Flying L Ranch Property Owners’ Association Inc. dated April 14, 2000, and recorded April 14, 2000 in Volume 529, pages 632-639 and Document No. 01187656 of the Official Public Records, Bandera, County, Texas;
- h. The By-Laws of the Flying L Ranch Property Owners' Association Inc. dated December 21, 2006 and recorded on December 29, 2006 in Volume 766, pages 201-208 and Document No. 00162817 of the Official Public Records, Bandera, County, Texas;
- i. The By-Laws of the Flying L Ranch Property Owners' Association Inc. dated January 8, 2008 and recorded on January 14, 2008 in Volume 807, pages 845-851 and Document No. 00170618 of the Official Public Records, Bandera, County, Texas;
- j. The Declaration of Restrictive Covenants recorded on August 24, 2013 in Volume 967, Pages 716-735 and Document No. 00200910 of the Official Public Records, Bandera County, Texas, and all prior amendments thereto; and
- k. The By-Laws of the Flying L Ranch Property Owners' Association Inc. dated November 5, 2016 and recorded on December 22, 2016 in Volume 1064, pages 467-473 and Document No. 00217351 of the Official Public Records, Bandera, County, Texas;
- l. The Declaration of Restrictive Covenants recorded on February 20, 2018 in Vol. 1103, Pages 67-89 and Document No. 00223844 of the Official Public Records, Bandera County, Texas, and all prior amendments thereto; and

- m. The By-Laws of the Flying L Ranch Property Owners' Association, Inc. dated February 20, 2018 and recorded on February 20, 2018 in Volume 1103, Pages 59-65 and Document No. 00223843 of the Official Public Records, Bandera County, Texas.
- n. The Declaration of Restrictive Covenants recorded on February 4, 2019 in Vol. 1133, Pages 673-695 and Document No. 00229546 of the Official Public Records, Bandera County, Texas, and all prior amendments thereto.
- o. The By-Laws of the Flying L Ranch Property Owners' Association, Inc. dated January 19, 2019 and recorded on February 4, 2019 in Volume 1133, Pages 667-672 and Document No. 00229545 of the Official Public Records, Bandera County, Texas.
- p. The Declaration of Restrictive Covenants recorded on March 3, 2020 in Vol. 1168, Pages 537-560 and Document No. 00235753 of the Official Public Records, Bandera County, Texas, and all prior amendments thereto.
- q. The By-Laws of the Flying L Ranch Property Owners' Association, Inc. dated January 18, 2020 and recorded on March 3, 2020 in Volume 1168, Pages 530-536 and Document No. 00235752 of the Official Public Records, Bandera County, Texas.
- r. The Declaration of Restrictive Covenants recorded on January 20, 2021 in Vol. 1206, Pages 855-879 and Document No. 00241774 of the Official Public Records, Bandera County, Texas, and all prior amendments thereto.
- s. The By-Laws of the Flying L Ranch Property Owners' Association, Inc. dated January 16, 2021 and recorded on January 20, 2021 in Volume 1206, Pages 879-8856 and Document No. 00241775 of the Official Public Records, Bandera County, Texas.

SECTION 3 THIS DECLARATION SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON AND FOR THE BENEFIT OF OWNERS OF LOTS WITHIN THE SUBDIVISION. EACH OWNER, BY ACCEPTANCE OF TITLE TO ANY LOT IN THE SUBDIVISION, THEREBY AGREES TO ABIDE BY THE TERMS, CONDITIONS, USE LIMITATIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN. THIS DECLARATION SHALL BE CONSIDERED TO BE MADE A PART OF EACH CONTRACT AND/OR DEED CONVEYING ANY LOT IN THE SUBDIVISION WHETHER THIS DOCUMENT WAS REFERRED TO OR NOT, AND ACCEPTANCE OF THE TITLE TO THE CONVEYED LOT CONSTITUTES ACCEPTANCE OF THIS DOCUMENT.

ARTICLE III. USE RESTRICTIONS

SECTION 1 All lots and all improvements located on the lots within the subdivision shall be exclusively used for single-family residential purposes and shall not include multi-family structures. Commercial and industrial uses are strictly prohibited.

- a. Each residence shall have, at a minimum:
 - i. a 2-car attached private garage; or
 - ii. a 2-car covered carport with attached, (as defined in Article I, Section 9) enclosed and covered storage capacity
- b. A guest house is permitted, provided it is attached to the residence by:
 - i. an attached private garage; or
 - ii. an attached covered carport, with attached enclosed and covered storage capacity; or
 - iii. an attached reinforced concrete walkway.

SECTION 2 The following are strictly prohibited within the Subdivision:

- a. mobile home, manufactured or modular housing, basement, tent, shack, any structure of a temporary or portable character; or any exterior construction, addition, structure or alteration not approved by the ACC;
- b. old or secondhand building
- c. outdoor toilet;
- d. keeping, raising, breeding, or boarding dogs, cats, or other household pets for any commercial purpose;
- e. poultry and all animals other than those listed in subsection “d” above;
- f. tall grass, weeds, trash, refuse or non-operational cars;
- g. recreation vehicles, including fifth wheel trailers, motor home, travel trailer, trailer, boat, parked for more than four (4) consecutive days and/or for no more than a cumulative thirty (30) days during any calendar year, except for recreation vehicles, trailers and boats kept in a permanent garage or 2-car carport, (as defined in Article I, Section 9.) Semi-truck, tractor or trailer parking within the Subdivision is strictly prohibited. A “day” is defined as a twenty-four-hour period.
- h. vines, plants, shrubs or trees dead for more than sixty (60) days;
- i. propane or butane tanks not conforming with all governmental regulations;
- j. propane or butane tanks visible from the street, adjoining lot or golf course.
- k. burning of trash, brush or other material
- l. drilling or digging of any water, gas, oil or other well;
- m. garbage cans visible from the street or adjoining Lot, uncovered garbage cans and garbage cans with a capacity of less than thirty (30) gallons;
- n. sewage systems not connected to the Subdivision sewer system or a septic tank (where permitted);
- o. the division or subdivision of any Lot; and
- p. location of any structure or building within the setback lines provided for in Article XI of this Declaration.
- q. homeowner contracted trash pick-up by commercial waste management company trucks;
- r. pier and beam foundations.
- s. An owner may not use their home as a short-term rental for less than thirty (30) days.

SECTION 3 In the event of an Owner’s failure to comply with the use restrictions cited in Article III. Sections 1 & 2, after fifteen days’ written notice thereof, the Association or its designated agent may, without liability to the Owner, the Owner’s contractor or any occupants of the Lot in trespass or otherwise, enter upon said Lot and cause to be removed such garbage, trash, dead trees/scrubs and rubbish or do any other thing necessary to secure compliance with this Declaration. Any action, inaction or omission by the Association made or taken in good faith shall not subject the Board of Directors, individually or collectively, or officers or agents of the Association to any liability. Any costs incurred by the Association in restoring a Lot to compliance with this Declaration shall be reimbursed by the Owner of said Lot and such amount shall be due and payable on the first day of the next calendar month.

SECTION 4 Landscaping:

- a. Owners shall conserve water in landscape planting, i.e., native plants and low water requirement plants and grasses shall be used.

- b. A minimum of two (2) trees shall be planted on each Lot without existing trees and low water requirement grasses shall be used.
- c. Since landscaping can be an ongoing process, landscaping for erosion control shall be done within the first year after construction of a residence on the Lot.
- d. Should it be necessary to remove a tree or trees to provide for a driveway, septic system, access to Lot, or to remove a dead tree, a replacement tree or trees shall be planted. Juniper (cedar), underbrush or nuisance growth may be removed as necessary to enhance the appearance of a Lot.
- e. Heavy gauge wire such as concrete reinforcing wire, flexible plastic drain pipe, or tree wrap, may be used to protect trees from damage.
- f. Dead trees and/or dead limbs/branches on a Lot shall be removed at the Owner's expense.

SECTION 5 **Fences**, if any, shall be approved prior to construction by the ACC and shall not be closer to front street property lines than the tract boundary line and no closer than the tract boundary line to side street lines.

- a. Fences shall not exceed a height of four (4) feet.
- b. The following types of fencing are permitted:
 - i. two, three and four rail wood;
 - ii. stone;
 - iii. masonry (excluding cement block);
 - iv. wrought iron; and
 - v. such other materials as the ACC may determine, in its sole discretion, on a case-by-case basis.
- c. Fourteen (14) gauge welded wire may be used on the inside of wood rail fences, but it shall not extend beyond the top rail.
- d. Courtyard fencing shall be no more than twelve feet (12') wide and shall not extend beyond the front of the residence.

(Pool Fences....See Article III, Section 8)

SECTION 6 No noxious substances or environmentally harmful products shall be permitted on any Lot or Common Area within the Subdivision.

SECTION 7 An Owner that leases or leases with an option to purchase such Owner's Lot shall:

- a. furnish the lessee's contact information to the Association; including the name, mailing address, phone number and email address of each person who will reside at a property under a lease and the commencement date and term of the lease. (Sec. 209.016)
- b. remain liable for payment of all fees and assessments applicable to the Lot;
- c. lease the Lot only for single-family residential use;
- d. assume all financial or other responsibility for the lessee's compliance with this Declaration and any damage caused by the lessee or its invitees to a Common Area within the Subdivision; and
- e. furnish the lessee with a copy of this Declaration, any amendments thereto, and the By-Laws.

SECTION 8 Pool installation requires prior approval by the ACC.

- a. All Pools shall be installed by a professional pool installation company. Above ground pools are prohibited.
- b. The property owner may install a swimming pool enclosure that conforms to applicable state or local safety requirements. The Association shall adopt and/or enforce rules regulating the appearance of the swimming pool enclosure, including limitations establishing permissible colors for a swimming pool enclosure (**Sec. 202.022**)

SECTION 9: Gazebos

- a. Gazebo specifications and installation require prior approval by the ACC.
- b. Gazebos must be installed on a solid concrete foundation with legs anchored to the foundation.
- c. The gazebo must have a wind rating of 40 mph or more.
- d. The gazebo must have a hardtop roof.
- e. The gazebo structure must not be built within the ten-foot easement on all sides or rear property lines.

SECTION 10: Storage Sheds

- a. Storage shed installation requires prior approval by the ACC.
- b. Storage shed may be located in the back/side of a Lot if it complies with applicable guidelines.
- c. The storage shed is required to be on a solid level surface.
- d. The storage shed must be of quality construction per ACC guidelines and approval.
- e. Only new construction is to be placed and /or erected thereon. Every outbuilding shall be compatible in design and material with the main dwelling (i.e. siding, color, trim and shingles).
- f. No metal or plastic/resin storage sheds shall be allowed.
- g. In no instance shall an outbuilding exceed nine (9) feet in height nor shall the total floor area of an outbuilding exceed one hundred and twenty (120) square feet.

ARTICLE IV. USE ALLOWANCES

SECTION 1 The Association may not prohibit a child under the age of eighteen (18) from occasionally operating a lemonade stand (or a stand that sells other non-alcoholic beverages) on real property located in the subdivision.

SECTION 2 The Association may not include or enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting any person who is otherwise authorized from: (1) lawfully possessing, transporting, or storing a firearm, any part of a firearm, or firearm ammunition; or (2) lawfully discharging a firearm.

ARTICLE V. OFF STREET PARKING, NON-LICENSED VEHICLES, AIRCRAFT

SECTION 1 Prior to and after occupancy of a residence on any Lot, the Owner thereof shall provide appropriate space for off-street parking of all vehicles, including temporary parking for boats, trailers and recreational vehicles.

SECTION 2

- a. Non-licensable or non-street vehicles are strictly prohibited to be operated on any roadway, easement or common area within the subdivision.
- b. Off-Highway vehicles that are licensable as defined by Texas law as ROVs, and if licensed by the State of Texas are allowed to be operated on any roadway within the subdivision. May not be operated in easements or common areas.
- c. Golf carts are permitted.
- d. All vehicles shall be operated by persons over the age of 16 and possess a valid driver's license, unless supervised in a golf cart by an adult 21 years of age or older.
Resort maintenance equipment shall be allowed in the pursuance of their routine daily.

SECTION 3 With the exception of emergency medical aircraft, no helicopters or aircraft may land on any Lot or Common Area unless it is an aviation related emergency.

ARTICLE VI. COMMON AREAS

The Board of Directors may, from time to time, with the consent of a majority of the Members, promulgate, modify or delete use restrictions and rules and regulations applicable to the Common Area. Such use restrictions and rules shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified by a majority vote in a regular or special meeting of Owners.

ARTICLE VII. ANIMAL CONTROL

Animals shall be kept in a kennel, dog run or fenced area that confines the animal to that area. An Owner has the responsibility of controlling the Owner's animals such that the animals remain on the Owner's Lot, do not run loose in the Subdivision, and must remain in Owner's control while off property. The Bandera County Barking Dog Ordinance is in effect in this Subdivision. The barking violation will be determined by the Bandera County Sheriff's Department and will be based upon the time of day; proximity of noise production to other premises; and whether the sound is recurrent, intermittent, or constant. Owners will be informed they have committed a public nuisance through a written notice or a Citation from the Bandera County Sheriff. (Bandera County Commissioner's Court)

ARTICLE VIII. MAINTENANCE

SECTION 1 Each Owner or lessee shall maintain their Lot in an aesthetically pleasing appearance. Upon notification by the POA, repairs or modifications shall be accomplished in a "timely manner," defined as thirty (30) days from date of notification. Specifically:

- a. Fences shall be maintained in good repair. Damaged post(s), rails, boards shall be replaced in a timely manner; and
- b. The residence and all other structures shall be structurally sound. Damaged siding, trim, windows and roofs shall be repaired in a timely manner. Damage due to natural causes or accident for which an insurance claim is made shall be repaired immediately after the claim has been settled; and

- c. Yard areas shall be maintained to present a neat appearance and mowed as necessary. Residents going on vacation will make arrangements for mowing during their absence.
- d. The house number designating the street address of the house must be visible from the street.

SECTION 2 Each Owner shall, at its sole cost and expense, repair the Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. By way of illustration, any structural deficiencies, peeling paint, damaged or dilapidated fences or **other structures** shall be repaired by the Owner of the Lot on which such improvements are located.

SECTION 3 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction plans and specifications shall be submitted to the ACC for approval and reconstruction shall be undertaken within ninety (90) days after the damage occurs, unless prevented by causes beyond the control of the Owner.

ARTICLE IX. ARCHITECTURAL CONTROL COMMITTEE ("ACC")

SECTION 1 The Association shall, in accordance with the Bylaws of Flying L Ranch Property Owners' Association, Inc., name an Architectural Control Committee (ACC). Members of the property owners' association board of directors, and their spouses and household members, are restricted from serving on the architectural committee. (Sec. 209.00505)

SECTION 2

- a. An Owner shall notify the ACC concerning any proposed new construction, improvement/alteration or demolition on such Owner's Lot.
- b. All new construction must submit an application as outlined in ARTICLE X.
- c. An Owner must notify the ACC of said improvements/alteration or demolition to determine if Owner must submit a Proposed Changes/Additions Application for ACC's approval of the proposed improvement/alteration or demolition.
- d. Any proposed new construction, improvement/alteration or demolition shall not be approved by the ACC until or unless all Lot Assessments owed by the applicant Owner have been paid in full.

SECTION 3 Items requiring ACC approval shall be submitted to the ACC in writing. The ACC will approve or disapprove applications within thirty (30) days of its receipt of applications, plans or specifications which are adequate in its discretion to evaluate the application. Failure of the ACC to approve, disapprove or request additional information within the thirty (30) day period shall be deemed a waiver of the ACC's right to approve or disapprove the application.

SECTION 4 Owners and occupants of a Lot may attach one (1) flagpole to their residence or garage without obtaining prior approval from the ACC that does not exceed 5 feet in length (flag may not exceed 3 feet by 5 feet). This flagpole will be known as an "attached flagpole", and it may be permanent or removable with finishes that are harmonious with the dwelling. A freestanding flagpole may not be installed without prior written approval from the ACC and the flag may not exceed 4 feet by 6 feet. Only one freestanding flagpole may be approved per Lot. Roof mounted flag poles are prohibited. Location, height, diameter, proper display of flags, preservation of the appearance of the neighborhood and property values, method of installation and material will be taken into consideration when evaluation is given to applications submitted by owners or occupants who seek permission to install a freestanding flagpole. A

freestanding pole shall be no more than 20 feet in height. Deteriorated flag or structurally unsafe flagpole shall be repaired, replaced or removed. Lanyards and fittings shall be constructed to minimize noise generated. Lighted flagpole shall not be visible from the windows of adjacent residences or to passing traffic. Only the flag of the United States of America, state of Texas, or an official or replica flag of any branch of the United States Armed Forces may be flown. An owner or occupant may not display or erect a flagpole on property that is owned or maintained by the Flying L Ranch Property Owners' Association, Inc. or common areas owned by Flying L Ranch Property Owners' Association, Inc.

SECTION 5 A property owner or resident may display or attach one or more religious items anywhere on the owner's or resident's dwelling or property. Such items may include any related to any faith that is motivated by the resident's sincere religious beliefs or tradition. Individually or in combination with each other, the items at the entry may not exceed 120 square inches in total size. The displayed or affixed religious items may not threaten public health or safety, violate any law, or contain language, graphics or any display that is patently offensive to a passerby.

SECTION 6 Rainwater recovery systems may be installed with advance written approval of the ACC subject to these covenants. All systems shall be installed on land owned by the property owner; no portion of the system may encroach on adjacent properties or common areas. All components of the system shall be screened from the public view from any street or common area either behind a solid fence, structure or vegetation or burying the tanks or barrels. The barrel shall not exceed 55 gallons in close proximity to the structure. The barrel shall be fully painted in a single color to blend harmoniously with the adjacent home. Overflow lines from the system shall not be directed onto or adversely affect adjacent properties or common areas. Inlets, ports, vents and other openings shall be sealed to protect and prevent children, animals and debris from entering the storage devices. Harvested water shall be used and not allowed to become stagnant or a threat to health. All systems shall be maintained in good repair; unused systems shall be drained, removed from public view.

ARTICLE X. ARCHITECTURAL STANDARDS/ACC APPROVAL

SECTION 1 No exterior construction, addition, structure or alteration shall be made until requirements of Section 2 below are met. If directed by the ACC, an Owner shall submit plans and specifications, in writing, to the ACC and for review and approval. Construction shall commence within ninety (90) days of approval or the Owner will be required to re-submit the plans and specifications to the ACC.

SECTION 2 The following shall be submitted to the ACC for its review and approval prior to the commencement of any work or the delivery of any materials to a Lot:

- a. Architectural blueprints or architecturally correct draftsman quality plans and elevations of project including a foundation plan and a specification sheet for both the structure and foundation. Draftsman quality plans shall include the same features found in an Architectural Blueprint, i.e., dimensions of all exterior and interior spaces such as bedrooms, kitchens, baths, halls, garages, carports, porches, decks, etc. If a draftsman quality type plan is submitted in place of an architectural blueprint, this plan shall be accurately scaled to represent the finished product inside and out along with scaled elevations and a foundation plan. A Construction Method and Materials Specifications Sheet for both the structure and foundation is also required which shall detail and materials along with "certification" from the architect, draftsman or Owner that the construction meets or exceeds existing Southern Building Code Standards as published by Southern Building Code Congress International, Inc. Any changes from approved plans shall be re-submitted to the ACC for approval prior to making a change in construction.

- b. Plot plan of location of residence on building site. (Lot and house location shall be to scale showing set-backs from property lines on all sides.)
- c. Plans showing materials and measurements for fence if applicable. (All measurements shall be to scale.)
- d. The color of any paint for proposed new construction and for all repainting not in existing or comparable color;
- e. Location, description and reason for removal of all trees having a diameter of eight (8) or more inches;
- f. No signs, advertisement, billboards or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing, of the ACC, except for:
 - i. one (1) professionally made sign not more than two-foot (2 ft.) by two-foot (2 ft.) advertising an Owner's Lot for sale or rent,
 - ii. one professionally made election/political sign not more than two-foot (2 ft.) by two-foot (2 ft.), which shall be removed promptly after the election to which it refers; and
 - iii. one (1) professionally made sign, not more than twelve inches (12") wide by twenty-four inches (24") long identifying the Lot Owner(s) name(s). Any member of the ACC shall have the right to remove such sign which is placed on any Lot in violation of this provision, and in doing so, shall not be liable, and is hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

SECTION 3 An Information Sheet, General Specification Sheet, plans Approval Form and Acknowledgment Sheet shall be provided by the ACC Chairman or designated ACC member on request. Request for ACC action/approval, as required in Section 2 above, shall be submitted to the ACC Chairman or the designated ACC member for consideration by the ACC along with required plans, specifications and any other necessary or requested information or documentation.

SECTION 4 If the ACC Committee does not approve the plans submitted by the Owner, a written denial must be sent to the Owner by certified mail; hand-delivered; or email, and it must: (1) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as condition to approval; and (2) inform the Owner that the Owner may request a hearing with the board on or before the 30th day after the date the denial notice was mailed to the Owner.

The Board must hold a hearing no later than the 30th day after the date the Board receives the owner's request for a hearing. The Board must notify the owner of the date, time and place of the hearing no later than the 10th day before the date of the hearing. The Board and the owner may each request one postponement of the hearing, and if requested, a postponement must be granted for a period of not more than 10 days. Additional postponements may be granted by the agreement of the parties.

During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative are each to be provided the opportunity to discuss, verify facts, and resolve the denial of the owner's application or request for the construction of improvements and the changes, if any, requested by the architectural review authority in the denial notice provided to the owner. The Association or the owner may make an audio recording of the hearing. (Sec. 209.007)

SECTION 5 The granting of a variance from a restriction contained in this Declaration by the Board of Directors, **not the ACC**, shall not operate to waive any restrictions except as to the particular Lot and provisions covered by the variance. The granting of any variance does not negate any Owner's obligation to comply with the Declaration and By-Laws.

ARTICLE XI. CONSTRUCTION REQUIREMENTS

SECTION 1 All new construction, additions or alterations shall be performed according to the existing Southern Building Code, as published by Southern Building Code Congress International, Inc.

SECTION 2 ACC Construction Deposit Fee. Together with the submission of the plans, the owner will deposit \$2,500.00 with the Architectural Control Committee. The deposit will be used by the Committee to clean up debris and trash left by the Owner's builder and/or contractors, fix roads damaged by the Owner's builder and/or contractors, and to take such other action as is necessary to clean the area, repair damage to the subdivision or cure restriction violations caused by the Owner's builder and/or contractors or the Lot Owners. Any amounts remaining after the above uses will be refunded to owner. Any repair or violations restriction fees in excess of the Construction Deposit Fee will be the homeowner's responsibility.

SECTION 3 Material. All residences and attachments thereto, guest houses, steps, porches, decks and patios shall be constructed with new materials consisting of wood, stucco, brick or stone, hardi-plank and such other materials as are herein provided (except patios and steps which may be constructed of concrete) and harmonize with existing residences. All residences shall be constructed with a concrete driveway. A minimum of twenty-five (25%) percent of the exterior, excluding window and garage doors, must be stone, brick or stucco. Stone and brick must be left in its natural state; no painting of brick or stone is allowed. Residences of "boxed", "sheet metal", "tile, cinder block or cement block", construction shall not be allowed unless the exterior is covered with wood, hardi-plank, stucco, brick or stone. Inasmuch as new or innovative construction materials and methods may develop other than those described in this Section, such construction shall be considered "only" with Certified Architectural or Engineering Documentation which verifies such construction meets or exceeds Southern Building Code Standards. It shall be the Owner's responsibility to provide requested documentation to the ACC. In all cases, any such construction shall harmonize with existing residences and meet with all other requirements. All porches, steps, decks, carports and patios shall be attached to the residence.

SECTION 4 Roof and Roof Pitch. All roofing shall be of metal, fiberglass, tile or wood. All roofing shall be fire retardant. Each residence, its attachments and guest houses, shall be of one type of roofing material. Each residence erected on a Lot shall have a minimum roof pitch of 5/12. An exception may be sought from the ACC on the basis that a different roof pitch may enhance the architectural design of a particular residence and would not otherwise detract from the aesthetic value of adjoining properties or the Subdivision in general.

SECTION 5 Minimum Square Footage. Minimum floor area of the principal residence, exclusive of porches, decks, patios, steps, garage (or carport), and enclosed storage room, shall not be less than two thousand (2,000) square feet for a one-story residence. Two-story residences shall be no less than fourteen hundred (1,400) square feet on the ground floor and no less than two thousand (2,000) square feet in total.

Section 17 of the Flying L Ranch Property Owner's Association subdivision contains lots that are diminutive in size limiting the Owner in building a residence meeting the minimum square footage requirement. Special consideration of the minimum square footage requirement in this section may be given by the Flying L Board of Directors upon proper documentation being presented showing the size of the residence and the location of residence on the lot being conducive to this situation. This consideration will only pertain to the lots located in Section 17 and single, not re-platted lots.

SECTION 6 Construction Site. On new construction, provisions are to be made by the Owner to provide a portable toilet facility on-site. Burning is prohibited. Provisions shall be made by the Owner to provide a dumpster/commercial size refuse container on-site which is required prior to construction. It shall be the Owner's responsibility to ensure the job site is kept clean and free of scrap construction materials and blowing debris at all times. However, construction debris shall be disposed of in a timely manner, off-site of the subdivision. Dumpsters are provided for use by Owners by the Flying L Ranch Public Utilities District (PUD) for disposal of household garbage only.

SECTION 7 Inspection of Work. The ACC or any one of its members or any designated agent shall have the right to inspect any new construction and/or improvement prior to, during, or after completion. Occupation of a new residence shall not be taken until final inspection and approval has been given. It is understood that the right of inspections shall terminate thirty (30) days after the ACC has received a Notice of Completion from the Property Owner. Inspection by the ACC is done only to satisfy the requirements of this Declaration. The Association strongly recommends that Owners retain qualified building inspectors to inspect the construction or modifications for fulfillment of building code requirements.

SECTION 8 Notice of Noncompliance. If, as a result of inspections or otherwise, the ACC finds that any improvement has been constructed or installed without the Owner thereof first obtaining the approval of the ACC or was not constructed or installed in substantial compliance with the approved plans, or other materials furnished to, and any conditions imposed by the ACC, or has not been accomplished as promptly and as diligently as possible, then the ACC shall notify the applicant, in writing, of the noncompliance. Notice of noncompliance shall be given within thirty (30) days after the ACC receives a Notice of Completion from the Owner. The notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance.

SECTION 9 Construction Requirements. The exterior/improvement construction shall not begin before 7:00 a.m. and excessive noise equipment or machinery shall not begin before 8:00 a.m. All exterior/improvement construction shall be discontinued by sunset or no later than 8:30 p.m., whichever occurs first. To operate outside these parameters, approval must be obtained by all adjoining neighbors and must be provided to the Flying L POA's ACC Board Chair prior to any exterior/improvement construction. Failure to comply with the above stated restrictions will be considered a violation of the Flying L POA's Restrictive Covenants and will be subject to a \$500 fine and a 30minute notice to cease all construction and vacate the jobsite. Multiple violations are possible.

SECTION 10 Completion Period. All exterior and interior construction shall be completed within one (1) year from the date of approval by the ACC Committee and as noted on the approved ACC application, including garage or carport and driveway. Additions or alterations shall be completed within three (3) months. As outlined in ARTICLE IX, Section 1, Construction shall commence within ninety (90) days of approval or the Owner will be required to re-submit the plans and specifications to the ACC.

SECTION 11 Failure of the ACC to Act after an Owner's Completion. If, for any reason other than the Owner's act or neglect, the ACC fails to notify the Owner of any noncompliance within thirty (30) days after receipt by the ACC of written Notice of Completion from the Owner, the improvement shall be deemed in compliance, if the improvement was, in fact, completed as of the date of the Notice of Completion.

SECTION 12 Concrete Washout Area

A lined concrete washout area for concrete trucks must be installed prior to foundation being poured and will remain until all concrete work is completed. Concrete washout facilities, such as washout pits and vinyl or metal washout containers, should be placed in locations that provide convenient access to concrete trucks being washed out near the area where concrete is being poured.

SECTION 13 Construction Fencing

A construction fence surrounding perc test holes, utility trenches and fill is required until filled in (no longer than 48 hrs.)

ARTICLE XII. SETBACKS AND EASEMENTS

SECTION 1 The front property line is that line facing the street which serves the Lot.

SECTION 2 There are ten-foot (10') utility easements on all property lines. No permanent structures may be built within these easements; however, all Owners are advised that the utility is under no obligation to replace anything within the utility easement.

SECTION 3 Owners, at their own risk, may build driveways past the front lot line to connect with the existing road.

SECTION 4 Setbacks are established as thirty feet (30') back from the front property line and ten feet (10') back from the side and rear property lines.

SECTION 5 Those who own adjoining Lots and plan to build across the common property line shall obtain and file of record in the Real Property Records of Bandera County, approval from the various utilities, i.e., electric, water, gas, etc., vacating the utility easement on the common property line prior to construction. A copy of the recorded approval vacating the utilities easements must be provided to the ACC Committee prior to construction.

ARTICLE XIII. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

SECTION 1 Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot as herein above described.

SECTION 2 Members shall be entitled to one (1) vote for each Lot owned by such person/persons/entity/entities. When more than one person or entity holds an interest in any Lot, all such persons/entities shall be Members; however, the representative one (1) vote shall be as the Owners among themselves determine. In no event shall any Owners of a single Lot be entitled to more than one (1) vote per Lot. In the event of multiple ownership, all Owners shall vote jointly as one (1) vote, or may file a proxy with the Association naming one (1) Owner to cast the vote.

ARTICLE XIV. ASSESSMENTS

SECTION 1 Each Lot within the Subdivision and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it is expressed in the deed, to pay the Lot assessment (the "Lot Assessment").

SECTION 2 The Association shall charge the Lot Assessment, per Lot, on an annual basis, in the amount set by the Board of Directors and in compliance with the By-Laws of the Association.

Notwithstanding any contrary provision herein, an Owner that aggregates two (2) or more Lots by re-platting such Lots into a single lot shall nonetheless be obligated to pay Lot Assessments based on the original number of Lots prior to such aggregation through re-platting.

SECTION 3 The Board of Directors shall fix the amount of the Lot Assessment against each Lot at least sixty (30) days in advance of the due date thereof and shall fix the dates such amounts become due.

SECTION 4 Notice of the Lot Assessment shall be sent to every Owner subject thereto at the last known address provided by the Owner or by e-mail with property owner permission.

SECTION 5 The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association, setting forth whether the Lot Assessment against a specific Lot has been paid.

SECTION 6 An Owner that has not paid the Lot Assessment in full by March 1st of that year shall be deemed in default and shall be liable for additional administrative costs and late fees as herein provided.

SECTION 7 To collect the Lot Assessment, the Association may bring an action at law against an Owner, as Owners are personally obligated to pay the Lot Assessment, or may foreclose the lien established by this Declaration against the Owner's Lot. **No Owner may waive or otherwise escape liability for paying the Lot Assessment by non-use of the Common Area or abandonment of the Owner's Lot.**

SECTION 8 Lot Assessments shall constitute a lien upon subdivision property attaching on the first day of each year the assessment is due and continuing until the assessment is paid.

a. The assessment lien shall be subordinate to the lien of any first mortgage holder.

b. Sale or transfer of any Lot shall not affect the assessment lien, if any; however, the sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien or such assessments, if any, as to payments which become due prior to such Lot from liability for any assessments thereafter becoming due.

ARTICLE XV. ENFORCEMENT

SECTION 1 The Association shall have the powers of a Texas nonprofit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts that may be necessary or proper for, or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, shall have the authority to enter at any time without notice in an emergency (or in the case of a nonemergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any improvement thereon for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, improvement or other facility to conform to this Declaration. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot so entered, shall be deemed a special assessment against such Lot, shall be secured by a lien upon such Lot, and shall be enforced in the same manner and to the same extent as provided in Article XIII hereof for Lot Assessments. The Association, acting through the Board, shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or

to restrain and enjoin, any breach or threatened breach of the Declaration. The Association, acting through the Board, is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration. Notwithstanding any provision herein to the contrary, the Association may not alter or demolish any improvements on any Lot, other than Common Area, in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. Each such Owner shall indemnify and hold harmless the Association, its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Article XIV, Section 1 (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), except for such cost, loss, damage, expense, liability, claim or cost of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

SECTION 2 Attached hereto and made a part hereof as **EXHIBIT "A"** is a list of those Lots which currently are not in conformity with the terms of this Declaration as of the effective date hereof, which are explicitly allowed to remain without enforcement of this Declaration as to only such nonconformity as is expressly identified on **Exhibit "A"**. However, if any such nonconformity is removed and replaced for any reason whatsoever, in whole or in part, such replacement shall be in conformity with the applicable provision of this Declaration. All Lots within the Subdivision, including those Lots identified in **Exhibit "A"**, are subject to Lot Assessments.

SECTION 3 In the event any provision within this Declaration, or any portion thereof, is invalid or void, all the other provisions within this Declaration shall remain in full force and effect.

SECTION 4 Any failure of the Association to enforce provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

ARTICLE XVI. GENERAL PROVISIONS

SECTION 1 The Board of Directors will submit to the membership for approval all changes and amendments, in whole or in part, to this Declaration at a Membership Meeting duly called for such purpose. Written notice shall be given to all members at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. The changes shall be approved by a majority vote of fifty-one (51) percent or better of the ballots cast by members present in person, by absentee ballot and by proxy at a Membership Meeting at which a quorum as provided in the Bylaws is present.

SECTION 2 Any amendment to this Declaration shall become effective when it is filed of record in the Official Public Records of Bandera County, Texas. The amendment shall either be (i) accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members cast a written vote, in person or by proxy, in favor of said amendment at a meeting called for such purpose; or (ii) executed by the required number of Members thereby evidencing their vote in favor of said amendment at a meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment.

SECTION 3 **Records Production Policy.** To request copies of any Association books or records, an Owner shall submit a written request by certified mail in sufficient detail to describe the books and records requested. The Association shall respond to a request for inspection within 10 business days by

providing written notice of the dates and times during normal business hours that the inspection may occur. If copies are requested and the Association is unable to produce the copies within 10 business days of the request, the Association shall give notice of the fact and state the date, within the next 15 business days that the copies will be available. The Association may produce the documents requested in hard copy, electronic or other format of its choosing. The Association shall be allowed to charge (in advance) for time spent compiling and producing all records, it may also charge for reproduction if copies are requested. Those charges shall be the maximum amount allowed by applicable statute. The Association shall not be required to provide personal information without the prior written consent of the individuals who are the subject of such personal information. Additionally, the Board of Directors may withhold from inspection any records that, in its reasonable business judgment, would constitute an unwarranted invasion of privacy of other Owners, constitute privileged information under attorney-client privilege, or involve pending or anticipate litigation or contract negotiations.

SECTION 4 **Document Retention Policy.** This Document Retention Policy applies to the Association, the Association's employees and the Board of Directors. Documents maintained by the Association's legal counsel are not subject to this policy.

a. It is the policy to maintain complete, accurate and quality documents. The documents are to be retained for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this policy.

b. Documents which are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.

c. This policy is not intended to be all inclusive and accordingly, shall be tailored to meet the specific needs of the Association. The retention periods set forth are guidelines based on the current retention periods set forth in federal, state and local statutes and regulations and industry custom and practice.

d. The Association does not require members of the Board of Directors to maintain any documents. Members of the Board of Directors, in their discretion, may dispose of documents generated by the Association; as such documents shall be maintained by the Association in its Official Files. However, if a member of the Board of Directors receives a document relating to the Association, which is not generated by the Association, or not received through the Association, said member of the Board of Directors shall deliver the original of such document to the Association.

e. The Association shall conduct an annual purge of files. The annual purge shall be completed within the second quarter of each calendar year.

f. There may be an immediate destruction of copies of any document, regardless of age, provided that an original is maintained by the Association.

g. At the onset of litigation, or if it is reasonably foreseeable that litigation may be imminent, all documents potentially relevant to the dispute shall be preserved. Legal counsel will direct the Board of Directors or any other person who may maintain the documents of the fact relating to litigation. Thereafter, all documents potentially relevant to the dispute shall be deemed "held" until such litigation is concluded and all periods for appeal have expired. At the conclusion of the litigation, the "hold" period will cease and the time periods provided in the policy will recommence.

h. Definitions:

- i. “Current” means the calendar year in which the Document was created, obtained or received.
 - ii. “Document” means any material that is generated or received by the Association in connection with transacting its business, is related to the Association’s legal obligations, and is retained for any period of time. The term “Document” includes, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and any other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy discs, hard discs and CD ROM.
 - iii. “Official Files” means the files maintained by the Association. Legal documents and documents subject to the attorney-client privilege and the work product privilege maintained by the Association’s legal counsel are not part of the “Official Files” of the Association.
 - iv. “Permanent” means that the retention period for that document is permanent.
- i. The retention periods identified with particular Documents are intended as guidelines. In particular circumstances, the Board of Directors has the discretion to determine that either a longer or shorter retention period is warranted.
1. **Current year plus 7** General Ledgers and Journals; Year End Financial Statements; Tax Returns; Audit Reports Depreciation Schedules/Capital Inventory Plan; Accounts Payable/Accounts Receivable Ledgers; Expense Records; Canceled Checks; Electronic Payment Records; purchase orders/vendor invoices; bank statements; deposit slips; Budgets; Petty Cash Vouchers; Board Meeting Minutes; Membership Meeting Minutes; Proxies and Voting Records; Attendance Records at Membership Meeting where quorum is required; Committee Meeting Minutes; Contracts-expired; Insurance Policies-expired; Insurance Records; Settled Insurance Claims.
 2. **Permanent** Deed Covenants and Restrictions; By-Laws; Articles of Incorporation; Rules and Regulations; Policies; ACC Applications, approved or denied; ACC Variances, approved or denied; Attorney Legal Opinions.
 3. **Others**
 - A. Billing (Owners) Records—Current Owner period plus 1 year after sale or transfer to new owner
 - B. Contracts – Active—Current Version
 - C. Insurance Policies – Active—Current Version
 - D. Court Files, Pleadings (liens, foreclosure, small claims actions)—Current Year plus 7, or until case has been settled, whichever is longer.
- j. The Association shall be responsible for the complying with the policy and the destruction of such records. The destruction of records may be done one of several ways, including shredding, incinerating, pulverizing, and deleting/destroying of electronic files. While no particular method is mandatory, the method chosen shall preserve the confidentiality of the documents.
- k. This policy may be amended from time to time by the Board of Directors of the Association.

SECTION 5 Other Policies, Rules and Regulations. The Board of Directors shall have the authority to adopt, by majority vote, such other policies, rules and/or regulations as it may deem necessary or desirable for the benefit of the Association, the Owners and the Subdivision, including but not limited to a payment plan policy and a policy regarding enforcement of this Declaration.

SECTION 6 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of un-enforceability or partial invalidity or partial un-enforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

SECTION 7 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

SECTION 8 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

SECTION 9 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms “herein”, “hereof” and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

SECTION 10 Mediation. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney’s fees, to be paid by the party against whom enforcement is ordered.

EXHIBIT “A”

(AMENDED AND RESTATED FLYING L RANCH SUBDIVISION DECLARATION OF RESTRICTIVE COVENANTS)

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description of Variance</u>
1	29	Art X, Sec 4	Ground floor is less than 1,200 sq. ft. for 2 story residence – total sq. ft. is less than 1,400 sq. ft.
1	34	Art X, Sec 4	Ground floor is less than 1,400 sq. ft.

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description of Variance</u>
1	45	Art X, Sec 4 Art III, Sec 1	Ground floor is less than 1,400 sq. ft.; Dwelling does not have either an attached garage or an attached carport/covered storage area
1	2	Art III. Sec 5	Courtyard fencing is located within 10' of rear setback line
1	43	Art XII Sec 4	Section of porch encroaching 1.21 ft. on 30 ft. setback may remain as located.
1	7&8	Art III Sec 5a	Dwelling has 6 ft security fence around pool.
3	7	Art III, Sec 1	Dwelling does not have either an attached garage or an attached carport/covered storage area
3	18	Art I, Sec 8	Garage is not attached
3	33	Art III, Sec 1	Garage is non-functional
5A	1 & 2	Art III, Sec 5(a)	Dwelling has 6' security fence around the pool.
5A	28	Art III, Sec 1	Dwelling does not have either an attached garage or an attached carport/covered storage area.
5A	38	ART III, Sec.5a	Dwelling has 6' security fence around the pool.
5A	44	Art III, Sec 1	Dwelling has chain link fence
5B	11	Art XI, Sec 4 Art I, Sec 8	Dwelling is less than required ten (10) feet from west corner line. Unattached Building on Lot
5B	13	Art III, Sec 5b	Dwelling has chain link fence
6	1	Art X, Sec 4	Ground floor is less than 1,400 sq. ft.
6	9	Article III, Section 5b	Fencing on the lot may exist as it has been constructed
6	39	Article XII, Section 4	On frontage side of property lines the 20' building setback will be vacated for 176 ft. Will allow owner to meet minimum square footage for

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description of Variance</u>
			building. Property owner must reflect this in a new survey.
12	10	Art III, Sec 1	Lot has been converted to right-of-way to horse stables and will not be used as Dwelling site
12	34	Art III, Sec 1	Dwelling does not have either a detached garage or an attached carport/covered storage area
12	53 & 54	Art XI, Sec 2	Dwelling is constructed across common lot line.
13	21 & 22	Art III, Sec 6	Dwelling has 6-foot fence
14	49,50 ,& 49A	Art XI, Sec 4	The roof pitch of guest house may be 4/12 rather than 5/12
15	30	Art I, Sec 8	Unattached building on Lot
15	40 & 41	Art III, Sec 6	Dwelling has 6-foot fence
16	5 & 6	Art XI, Sec 4 Art III, Sec 1	Dwelling is less than required ten (10) feet on east side; Garage is not attached
16	8	Art XI, Sec 4	Dwelling is less than required ten (10) feet on front north side
16	9	Art XI, Sec 4	Dwelling is less than required ten (10) feet from Lot line on east, west, and south sides
16	9, 11 & 12	Art III, Sec 1	Dwellings being used for commercial use in connection with Hill Country Management/Flying L Ranch
16	10	Art XI, Sec 4 Art III, Sec 1	Dwelling is less than required ten (10) feet from Lot line on east, north, and south sides; Dwelling does not have either an attached garage or an attached carport/covered storage area

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description of Variance</u>
16	11	Art XI, Sec 4	Dwelling is less than required ten (10) feet from Lot line on east, north, and west sides;
16	11	Art III, Sec 1	Dwelling does not have either an attached garage or an attached carport/covered storage area
16	12	Art XI, Sec 4	Dwelling is less than required thirty (30) feet on front side (west)
16	13	Art XI, Sec 4	Dwelling is less than required ten (10) feet from Lot line on east, west, and south sides; Dwelling is less than required thirty (30) feet on front side (north);
		Art III, Sec 1	Dwelling does not have either an attached garage or an attached carport/covered storage area
16	41 & 42	Art XI, Sec 4	Dwelling is less than required thirty (30) feet on front side (northwest)
16	49	Art X, Sec 2	Dwelling is prefabricated structure;
		Art III, Sec 5b	Dwelling has chain link fence

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description</u>
15	1, 2, 21, 24, 25, 26, 27, 28, 32, 33, 37, 49, 51 & 53	Article III, Section 1	Owners of the Lots may construct Dwellings on the Lots used for commercial purposes of short-term leasing for a period of less than six (6) months and/or time shares.
16	9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 39, 43, 44, 40 & 50		

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description</u>
15	1, 2, 21, 24, 25, 26, 27, 28, 32, 33, 37, 49, 51 & 53	Article III, Section 1(a)	Owners of the Lots may construct a carport in lieu of a garage.
16	9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 39, 43, 44, 40 & 50	Article IV, Section 1	Construction of a dwelling on a Lot shall comply with the off-street parking requirements. For any duplex constructed, the owner will construct either one two-car carport or two one-car carports
16	1, 2, 21, 24, 25, 26, 27, 28, 32, 33, 37, 49, 51 & 53 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 39,43, 44, 40 & 50	Article X, Section 2	Prior to construction, addition or replacement of any improvement on any lot, the owner(s) of such Lot will comply with the requirements of Article IX.
15	1, 2, 21, 24, 25, 26, 27, 28, 32, 33, 37, 49, 51 & 53	Article XI, Section 5	For any Lots on which a duplex is constructed, the Owner may vacate the side-yard setbacks along the Lots and construct a dwelling or other improvement over a common boundary along any contiguous Lots. The Owners must obtain a file of record in the Real Property Records of Bandera County, Texas approval from any applicable utility vacating the utility easement(s) along the setbacks.
16	9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 39, 43, 44, 40 & 50		All other front-yard and side-yard setback requirements will apply.
15	1, 2, 21, 24, 25, 26, 27, 28, 32, 33, 37, 49,		For any duplex constructed on any Lot, no more than eighteen (18) persons may occupy such duplex for any overnight period and such persons need not be a single family.

<u>Section</u>	<u>Lot</u>	<u>Reference</u>	<u>Description</u>
16	51 & 53 9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 39, 43, 44, 40 & 50		
13	9, 10, 11, 12, 13, 17, 18, 19, 20, 21, 22, 39, 43, 44, 40 & 50	Article III, Section 1	Duplexes may be constructed on these Lots
13	56	Article XI, Section 4	Setback is 25 feet rather than 30 feet

Revised 01-28-2024