



**The Springs of Cordillera Ranch
Units 301A & 301B**

Community Design Guidelines

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**ARTICLE 1
INTRODUCTION**

Cordillera Ranch is a place of great natural beauty, representing an outstanding example of the best of the Texas Hill Country. The development of Lots should occur with full regard for the natural environment, and the design and construction of homes should integrate into the natural and cultural landscapes of the Ranch. Because the natural environment is fragile, great care must be taken to preserve and protect the land, the water, the vegetation and the wildlife. The fundamental goal of these requirements is to permit high quality construction that demonstrates stewardship and conservation of resources. The objectives of these requirements include:

- ★ Encourage architectural design that is consistent with the historical character of the Texas Hill Country, using appropriate materials, construction techniques and the use of earth tone colors.
- ★ Allow the development of a community of homes, each of which responds to the unique conditions of its Lot in terms of style, size, scale, views, access and orientation.
- ★ Create a community for people and for wildlife.
- ★ Minimize construction disturbance.
- ★ Foster the use of native, indigenous and xeric plants.

Provide copies of these requirements to your builder, your architect, your engineer, your landscape architect and your irrigator. You are all jointly responsible for protecting the environment at Cordillera Ranch. Please remember that it is much easier, more effective and more economical to protect the land than it is to restore it.

The Springs of Cordillera Ranch Community Design Guidelines, which may change from time to time, are interpreted, administered and enforced by the Architectural Review Committee (ARC) of Cordillera Ranch Property Owners Association (CRPOA). Additional requirements are included in the Covenants, Conditions and Restrictions (CCR's) of Cordillera Ranch. Make sure that the latest copy of The Springs of Cordillera Ranch Community Design Guidelines is used when planning and designing your improvements. Please be sure that the latest edition of the Design Guidelines appropriate to your property is used when planning and designing your improvements.

**ARTICLE 2
DEFINITIONS**

ARC	Architectural Review Committee
Building Envelope	Each Lot has a designated area within which building shall occur. This boundary delineates the maximum area in which any proposed Residence or Improvements must fit. The Building Envelope is indicated on the Plat of the Property with the setbacks from each property line.
CCR's.....	Cordillera Ranch Master Declaration of Covenants, Conditions and Restrictions

Construction.....	All Improvement and building activities, including but not limited to land clearing, tree trimming, grading, forming, utility construction, framing, carpentry, and landscaping.
CRPOA	Cordillera Ranch Property Owners Association
Horizontal Improvements	“Horizontal Improvements” are generally defined as Improvements not directly related to the Residence. Horizontal Improvements include but are not limited to paving, sidewalks, decks, pools and landscaping.
Improvements	“Improvements” shall mean every structure and all appurtenances thereto of every type and kind located on the Property including but not limited to buildings, patios, swimming pools, fences, walls, landscaping, poles, antennas and utilities.
Lot.....	“Lot” or “Lots” shall mean any parcel or parcels of land within the Property shown as a subdivided Lot on a Plat of the Property together with all Improvements located thereon. These Guidelines do not apply to Lots described on a Plat as Common Properties.
NVP.....	Natural Vegetation Preserve
Residence	“Residence” shall mean those portions of a Lot that are improved with any habitable residential structure, including detached servants’ quarters and guesthouses and garage.
Vertical Improvements.....	“Vertical Improvements” are generally defined as Improvements that have a vertical element of Construction. Vertical Improvements include but are not limited to the Residence, out buildings, fences, walls, etc.

**ARTICLE 3
LOT RESTRICTIONS & PRESERVATION REQUIREMENTS**

Every Lot in The Springs of Cordillera Ranch Community consists of two areas:

- ★ Building Envelope
- ★ Natural Vegetation Preserve (NVP).

Each area is more fully described below. These areas vary from Lot to Lot; refer to the final plat of your Lot to determine the exact dimensions of these areas.

3.1 Building Envelope (setbacks). All Vertical Improvements (determined by the roof edge), except approved fences and driveways, shall be confined to the Building Envelope. Architectural design should respond to significant natural features within the Building Envelope so that loss of vegetation and grading are minimized.

The ARC retains the right to limit the amount of impervious cover to no more than 80% of any Building Envelope with the remaining 20% to remain or be restored to improved or native landscaping.

During construction, the perimeter of the Building Envelope must be fenced with approved 4-foot Construction fencing to protect the NVP. Each Lot may require a silt fence to prevent erosion into the NVP or nearby drainage swales and creeks.

Building Envelope (Setbacks)*						
Unit	Block	Lot #'s	Front	Rear	Lot Side	Street Side
301A	A	1, 10, 15	75'	50'	20'	30'
301A	A	2, 7	75'	50'	20'	75'
301A	A	3-4, 6, 8-9	75'	75'	20'	n/a
301A	A	5	60'	50'	20'	n/a
301A	A	11-14	75'	50'	20'	70'
301A	B	1-8, 12-13, 15-20	60'	50'	15'	75'
301A	B	9	60'	75'	15'	n/a
301A	B	10-11*	60'	25'-75'	15'	75'
301A	B	14	60'	50'	15'	60'
301B	C	1-4	75'	50'	20'	30'
301B	C	5	75'	20'	20'	70'
301B	C	6-7, 9-10	75'	75'	20'	n/a
301B	C	8	60'	75'	20'	n/a
301B	C	11-18	70'	75'	20'	70'
301B	D	1*	75'	50'	20'	60'
301B	D	1-7	100'	100'	25'	n/a
301B	E	1-6	100'	100'	25'	n/a

* Verify all setbacks on Plat

3.2 Natural Vegetation Preserve (NVP). Every Lot has a significant area that is known as the Natural Vegetation Preserve (NVP). The purpose of the NVP is not only to create buffers between homes, but also to create a continuous habitat for wildlife and a corridor for their movement throughout Cordillera Ranch. The NVP is that area of the Lot that cannot be disturbed or disrupted in any way except to construct the driveway or to provide for underground utilities without prior written consent by the ARC. In Unit 301A, Block B, up to 50% of the NVP may be trimmed, by hand, with prior written approval by the ARC. The dimensions below indicate the distance from the property line to the NVP boundaries.

Upon completion of the final landscape, any disturbed areas of the NVP must be satisfactorily restored utilizing indigenous plants selected for the particular site conditions. Temporary irrigation may be required for NVP restoration — permanent irrigation is prohibited. Please refer to Exhibit I for Restoration Guidelines.

Hand work only is allowed in the NVP to clean up dead limbs and plants, etc. Bobcats or other tractor like equipment are not allowed to work in the NVP in order to prevent damage to native grasses and plants.

POA reserves the right but not the obligation to monitor, maintain, thin or clean up the NVP of any Lot.

To minimize damage to the NVP, all construction access and equipment movement is to be confined to the driveway area. *Please note that the NVP is not the same as the Building Envelope and the NVP is not indicated on the Plat.*

Natural Vegetation Preserve (NVP)					
Unit	Block	Lot #'s	Front	Rear	Side
301A	A	1-2	50'	50'	None
301A	A	3-4	50'	60'	None
301A	A	6-15	50'	50'	None
301A	B	1-14	40'	50'	None
301A	B	15-18	40'	60'	None
301A	B	19-20	40'	50'	None
301B	C	1-18	50'	50'	None
301B	D	1-7	50'	50'	25'
301A	E	1-6	50'	50'	25'

**ARTICLE 4
USE RESTRICTIONS & BUILDING REQUIREMENTS**

NO IMPROVEMENTS OF ANY KIND MAY COMMENCE ON A LOT WITHOUT PRIOR WRITTEN PERMISSION OF THE ARCHITECTURAL REVIEW COMMITTEE

All Lots are to be used exclusively for residential purposes; refer also to the CCR’s. Residential design must be appropriate to the Texas Hill Country and shall be provided by an architect, licensed by the State of Texas, or a designer, registered with the Texas or American Institute of Building Designers. The architect or designer must be approved by the ARC. A resume and sample of plans may be required.

All landscape design shall be provided by a professional landscape architect or a landscape designer approved by the ARC, and all irrigation design by a licensed irrigator.

All residential construction must conform to the requirements of the International Residential Code and all other State, County, or all other applicable government authorities. The building and development requirements for all permitted Improvements are described herein.

4.1 Residence

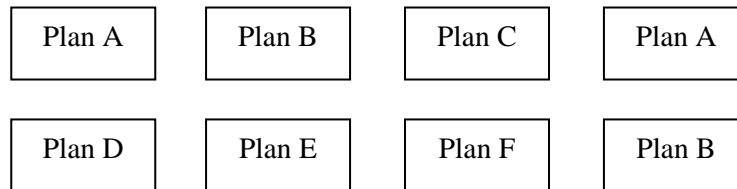
a. All Residences shall have at least two building masses; Residences greater than 5,000 square feet may be required to have at least three building masses.

b. The front of the Residence shall be generally aligned with the street. The architectural theme of the front elevation shall be expressed in the remaining elevations, (i.e. materials, details, colors and windows, etc.). No building wall shall extend more than 24 feet vertically without an offset in the vertical plane in Unit 301B. Single story walls may extend no more than 34 feet horizontally without a horizontal offset; two story walls and gable ends may extend no more than 28 feet vertically without a vertical offset. Offsets may reflect a change in material, but they shall reflect a change in the structural framework. Every residence or other improvement building shall be at least **75%** masonry (stone, rock or stucco) exclusive of windows/doors. All rock or stone must be natural quarried material. No single elevation shall use more than three materials, with

one material dominant. Exterior finish materials must extend to within 18 inches of finished grade (for example, if the material to be extended is stone above, then stone must be extended below. If the material above is stucco, then stucco must be extended below.). The use of brick, wood and other accent materials should be minimized. Doors and windows should be treated as architectural features rather than mere openings. Finished, clad windows are permitted; metal clad windows must be color anodized or pre-finished. All window cladding and colors to be consistent with the architecture.

c. In Unit 301A, the ARC may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The ARC may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other in Unit 301A. For Example:

Plan can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).



Across the Street: Same plan cannot be placed on a Lot across the street or diagonal from any other plan (example above: Plan B).

In Unit 301B, use of similar plans and elevations on multiple lots is not allowed.

d. Roofing materials may be tile, slate or 24-gauge metal standing seam comprised of galvanized iron, Galvalume or copper. The finish of metal roofing cannot be excessively shiny. Natural or silver Galvalume is an example of a metal roof that is not approved for use. Slate and tile roofing with complementary, recessive and earth tone colors (subject to approval) are permitted. **Composition roof will not be allowed.** Integral solar applications are acceptable, subject to approval. Roof pitch shall be a minimum of 5:12 and a maximum of 10:12. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence may be waived of this requirement at the ARC sole discretion. Large unbroken expanses of roof, Mansard roofs and exposed roof mounted mechanical equipment are prohibited. All roof penetrations, antennae, louvers, satellite dishes and flashings shall match the roof color and be placed on side or rear elevations whenever possible. Covered terraces, porches, and verandas are encouraged if integral to the architectural design.

e. Fireplaces and chimneys shall be faced with stone, rock or stucco, complementing the Residence. Shrouds and caps to be approved by the ARC (mushroom caps prohibited)

f. Minimum/Maximum square footage requirements:

Minimum Square Footage							
Unit	Block	Lot #'s	# Lots	1-Story	2-Story	Max Sq. Footage	Max. Bldg. Height
301A	A	1-15	15	3,000	3,500	8,000	36'
301A	B	1-20	20	2,600	3,100	6,000	36'
301B	C	1-18	18	3,000	3,500	10,000	36'
301B	D	1-7	7	3,500	3,900	10,000	36'
301B	E	1-6	6	3,500	3,900	10,000	36'

g. Maximum building heights are measured at the highest line or point of the roof to the average natural terrain elevation across the width or length of the Residence, whichever results in the tallest height. Refer to CCR's to ascertain maximum building height for your Lot.

4.2 Garages All Residences shall have not less than two or more than four car garages. The garage, whether attached or detached, shall be consistent with the architecture of the Residence. Carports are prohibited; however, porte-cocheres may be permitted. Additional garage design requirements are as follows:

- a. Garage doors may not face the street unless the garage doors are at least 30 feet behind the street face of the Residence. Garage orientation for corner Lots shall be determined by the ARC.
- b. If a three or four car garage is constructed, the third and fourth stall door must be horizontally offset at least 2 feet from the other garage stalls.
- c. Residential design guidelines apply to the garage, particularly concerning elevations and materials. In particular, large expanses above the garage doors are prohibited unless specifically approved by the ARC.

4.3 Ancillary Structures. All ancillary structures, including but not limited to storage buildings, guest suites, cabanas, caretaker units and barns are subject to the residential design guidelines concerning materials, elevations and massing. If an ancillary structure is intended for residential purposes, it may not be larger than 50% of the total living area of the main home. All such structures, regardless of function, shall be architecturally consistent with the Residence. Prefabricated buildings of any kind are prohibited. Barns are allowed in Unit 301B, blocks D & E only on lots of 3 acres or more. Barns are prohibited in Unit 301A and Unit 301B, Block C.

4.4 Driveways and Off-Street Parking. All driveways shall be constructed of concrete, stone or stone pavers. Each Lot is permitted only one point of driveway access from the street. Circular driveways will be reviewed on a case by case basis. Additional driveway requirements are as follows:

- a. Meandering or curving driveways are encouraged. Straight driveways are discouraged, except as necessary to accommodate vegetation or to minimize grading. Driveway layout should minimize direct views between Residence and street.

- b. Driveways must be set back a minimum of 10 feet from the side property line unless otherwise approved by the ARC.
- c. Diagram H must be adhered to as it refers to the specifications required to cut the roll curb for all drive way entries.
- d. Driveways shall have a maximum width of 12 feet passing through the front NVP. Backup/turnout portion of a driveway is permitted to encroach in the Setback and/or NVP to a maximum depth of 10 feet and a maximum width of 20 feet, for a maximum of 200 sq. ft. This area may require vegetative screening.
- e. Off street parking for two cars must be provided for each Lot and will be located entirely within the Building Envelope.
- f. Recreational vehicles, boats, trailers, all-terrain vehicles, motorcycles and similar must be stored in an enclosed structure. Refer also to CCR's.

4.5 Walls and Fencing. Walls and Fencing are generally discouraged to keep the open feel of the Ranch and allow for movement of wildlife. Plans for all walls and fences must be submitted at 1"=20' scale showing setbacks, lot lines and all other proposed or completed structures. Plans must specify fence materials, colors and any pertinent information. The height of fencing and walls is measured from natural grade. All fencing requires written approval from the ARC before installation.

Unit 301A, Blocks A & B, Unit 301B, Block C

Walls and fences are prohibited in the front NVP. For fencing placement, refer to Diagram E attached hereto. Fencing is not required, except around swimming pools.

- a. Fence Location & Height
 - 1. Wood fencing is prohibited. All fencing shall be of masonry, wrought iron or ranch wire fencing as further defined below.
 - 2. The front yard walls or fencing may be located no closer to the street than the front of the Building Envelope. These structures are generally for courtyards and motor court walls only.
 - 3. Front yard fencing may be a maximum of 4' high with 5' maximum height of columns and constructed out of solid masonry or masonry with wrought iron. Columns must be of the same stone, size and pattern as the house and be a minimum of 18" square columns.
 - 4. Side and rear yard fences are allowed on the property line. Side yard fencing cannot continue past the front face of the home. Fences along street right-of-way will be located at the Setback.
 - 5. Side and rear yard fencing materials are:
 - i Wire fencing shall be a "King Ranch" type wire mesh. (#949-12-12-12½ - Made by Solidlock – "Fixed Knot" or similar)
 - ii Fence height -- maximum height of 54"
 - iii Gates-- 4' wide gates may be made of cedar, wood or approved metal. Diagram, specs and colors required. A single gate to access the trail system may be allowed and made of cedar or approved metal.
 - iv Cedar Posts:

- ★ Corner Posts—Single post fencing minimum of 8" top, peeled cedar, set in concrete a minimum of 24" deep. If the structure of the corner is a 3 post configuration, the posts must be full 6" post with 6" tops and set in concrete at a depth of 24".
- ★ Line Posts-- Minimum of 4" top, peeled cedar, set in concrete a minimum of 24" deep. Set no further than 18' apart. T-Posts are prohibited.
- ★ Stays-- Minimum of 2" top and straight, set no further apart than 6'. Stays are not to be peeled or stained.

5. Privacy Fencing may be allowed in the side or rear yards with a maximum height of 6' and may be constructed of solid masonry or wrought iron with masonry columns.

Fences are subject to site considerations and will be reviewed on a case by case basis.

Unit 301B, Blocks D and E

- a. Fencing is not required, except for swimming pools.
- b. All corner posts shall be peeled cedar with a minimum diameter of 8" top and shall be set in concrete at a minimum dimension of 24" deep for single posts. If the structure of the corner is a 3 post configuration, the posts must be full 6" post with 6" tops and set in concrete at a depth of 24".
- c. Wire fencing shall be a "King Ranch" type wire mesh. (#949-12-12-12½ - Made by Solidlock – "Fixed Knot")
- d. Barbed wire may only be installed at the bottom of the fence, just off the ground.
- e. All wire, posts and gates must be new when installed.
- f. Maximum fence height shall be 54".
- g. No deer-proof fencing allowed on the perimeter of a lot.
- h. Gateposts or columns may be constructed out of the following materials: a) Cedar or Steel (painted), not less than 8" in diameter; b) Stone; c) CMU or concrete with a plaster/stucco finish.
- i. Cattle guards may be used at driveway entrance.

★ Fences along street right of ways:

- a. Line posts shall be peeled cedar with a minimum diameter of 4", set a minimum of 24" deep, at a minimum spacing of 18'.
- b. Cedar stays shall be a minimum of 1" in diameter at a minimum spacing of 6'.
- c. Fences along street right of ways shall be set back a minimum of 50' from the street right of way.
- d. No steel T-posts allowed.
- e. Typically, only one entry/gate will be allowed from any lot. A second gate may be allowed for unusually large lots or lots with extreme topographical conditions.
- f. Entry gates, walk gates, side gates and drive gates shall be constructed from approved wood, steel or wrought iron and powder-coat painted. No standard galvanized ranch-type gates are permitted. Gate design and location shall be approved by the ARC prior installation.

★ Side and Rear Fences not on street right of ways:

- a. Fences may be constructed on the property lines (no setback from property line is required).
- b. Line posts shall be peeled cedar with a minimum diameter of 4", set a minimum of 30" deep, at a minimum spacing of 18'. Green 6' T-posts may be used for line posts and set on an 18' spacing. If T-posts are used, the 4" minimum diameter peeled cedar posts shall be set on a 90' maximum spacing.
- c. Stays shall be 1" cedar at a minimum spacing of 6'.

★ Fences Inside the Building Envelope:

- a. Cedar board fences, wrought iron or similar style fences may be allowed.
- b. Plans and specifications of the above-described fences require prior written approval of the ARC.

4.6 Landscaping. All plant materials installed at Cordillera Ranch should be native, indigenous and xeric. A list of acceptable plants is included as Exhibit D. Generally speaking, most new landscaping will occur within the Building Envelope. All such landscaping shall be designed by a professional landscape architect or an approved professional landscape designer and will require an underground automatic irrigation system designed by a licensed irrigator.

Landscape plans which consist of the planting plan, irrigation plan and restoration plan shall be prepared at either 1"=10' or 1"= 20' scale and must show the location of all the residential improvements, lot lines, Building Envelope and the necessary plat data, setbacks, easements etc. needed to review the plan. A list of plants and plant sizes is required.

Landscape Plans must be submitted for review no later than 30 days prior to substantial completion of the Residence and must be installed within 60 days of substantial completion of the Residence.

Additional landscaping requirements are as follows:

- a. Preservation of existing vegetation and natural features is required. All trees greater than 6-inch diameter (measured 24 inches above natural grade) are protected and may not be removed without prior written approval of the ARC, regardless of location on Lot. Trees and their root zones in the Building Envelope must be fenced off and protected during Construction.
- b. Removing dead trees and pruning dead limbs is permitted.
- c. Landscaping shall be a well-designed balance of mature trees, shrubs, bedding areas and lawn grass around the perimeter of each new home. Often landscaping is installed in phases. The minimum required initially must screen the majority of the exposed foundation and requires the use of 5 gallon or larger plants. (Exterior finish materials must extend to within 18" of finished grade on all sides of your home.) Subject to site conditions, designer input and ARC approval, lawn grass with proper irrigation is required in the landscape.

Generally, the front and rear of the home must be landscaped with bedding and shrubs adjacent to the house plus a minimum 15' width of approved lawn grass beyond the bedding. In Unit 301A and Unit 301B, Block C, landscaping is required on the sides of the home to the property line. In Unit 301B, Blocks D and E, a 10' width of landscaping is required on the sides of the home, subject to site conditions. The area between the NVP and the Building Envelope may have enhanced landscaping the same as within the Building Envelope.

Use of turf in the NVP is prohibited except within 4 feet of the driveway and to allow for a turf walking path around each side of the residence. Turf species to be approved by ARC.

New landscaping not in the NVP must be watered by an automatic irrigation system. Revegetated areas may be watered temporarily.

d. Use of pesticides, fertilizers, herbicides and fungicides are permitted; however product choices may be limited.

e. Drought management plans may be implemented, as necessary, by Cordillera Ranch or the Guadalupe Blanco River Authority (GBRA). Days and duration of irrigation may be determined by the GBRA and Cordillera Ranch conservation programs.

f. Site grading should be minimized and must be confined to the Building Envelope, where possible. Excavations for foundations or other purposes shall not exceed 5 feet, except with prior written permission from the ARC. Erosion control measures must be installed prior to Construction to ensure that erosion and runoff do not impact the NVP, adjoining properties or drainage areas. Existing drainage patterns may not be significantly altered. Confirm with your builder, engineer or landscape architect, that adequate proper site drainage has been provided for your home, improvements and adjacent properties.

g. Removal of cedar is allowed in the Building Envelope on all Lots in The Springs of Cordillera Ranch Community. In Unit 301A, Block B up to 50% of the NVP may be trimmed, by hand, with prior written approval by the ARC. Consider privacy before removing any vegetation.

h. Sound horticultural practices as recommended by the Texas Forest Service are required to prevent the establishment or spread of oak wilt. Specific requirements include:

- 1) Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
- 2) Oak tree pruning is discouraged from February 1 to June 15.
- 3) Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).
- 4) Firewood shall be covered.

i. Where side NVP is required, if it is determined in the site analysis stage that disturbance of the side NVP is unavoidable, then disturbance may be granted. Written request and written approval required. Restoration and revegetation will be required with final landscaping.

j. RESTORATION: See Exhibit I

k. Automatic Irrigation Systems:

- 1) All automatic irrigation systems are to be equipped with rain and/or moisture sensors.
- 2) The use of drip irrigation is encouraged. Irrigation sprinkler heads must use heads that emit large drops rather than a fine mist.
- 3) Turf grass and the associated irrigation system shall be limited to an area no more than 2.5 times the building foundation footprint with a 12,000 sq.ft. maximum. The measurement shall be based on the square footage of the house and the garage

but not the driveway or patio. The turf grass layout and the irrigation system may be adjusted to fit certain site specific situations.

- 4) All in ground irrigation systems install are to be zoned based on plant watering requirements.
- 5) Irrigation system installers must provide the system design to the ARC and the homeowner along with schedule recommendations (copy provided to ARC) posted in or near the irrigation controller box and shown on the irrigation plan submittal.
- 6) Pressure reducing valves and/or remote control valves are required for each station with flow control. A pressure reducing valve installed in-line at the meter serving the house and the irrigation system is acceptable.
- 7) A back-flow prevention device installed upstream of the irrigation system is required in accordance with state law. A copy of the test results of the back-flow prevention device must be submitted to the ARC.

l. Minimum of two (2") inches of wood mulch is required for all shrub and bed areas. River rock may be used for bed areas that handle drainage around the residence.

m. Turf grass shall have a minimum of 4" of native soils or improved soils. Caliche is not considered as soil.

n. A \$1,000 landscape deposit is required from the landscape installer prior to the start of landscape installation. This deposit will be returned when the landscape job is complete and all landscape debris has been removed from the Lot. Fines may be assessed against this deposit if is determined that the landscaper has not followed the rules, damaged the NVP or trespassed on adjacent property.

o. Often landscape plans are, to a certain degree, conceptual and not fully to scale. Items may be added and subtracted from the approved plan. At final inspection, the ARC may require additional plants, irrigation, restoration, and/or different types of plants, should the ARC deem it to be necessary.

p. Protective Vegetation Fencing (see 7.1) must remain in place through the completion of landscaping and may be removed prior to restoration. The landscape installer is also required to make sure that the home builder has the vegetation fence in place prior to the start of landscape installation.

q. All mechanical and utility equipment around the perimeter of the residence shall be screened from view including but not limited to AC units and pool equipment.

4.7 Landscape and Exterior Lighting. Exterior and landscape lighting shall minimize the visibility of the light source to minimize light pollution of the night sky. Plans are required for exterior and landscape lighting and prior written approval is required before final installation. Additional requirements include:

a. Down lighting is encouraged.

b. Exterior mounted lamp housings must shield lamp (maximum 75 watts) from view and direct the light. Housing must be at least 8 inches long, extend at least 3 inches beyond lamp and have a maximum angle from the wall of the structure of 30 degrees (approved example: Remcraft #2066), refer to Diagram G.

c. Decorative or lantern fixtures shall have a maximum of 45 watts per fixture.

d. The number of exterior light fixtures for the house and the landscape may be limited in order to prevent excessive lighting. When the lighting is being installed on the site, a night time inspection and written approval is required prior to final installation.

e. All exterior and landscape lighting is subject to prior written approval.

4.8 Views. All Lots have been planned to maximize and protect available views where possible, nevertheless, the developer of Cordillera Ranch and the ARC are not responsible for the presence, absence or quality of any particular view now or in the future.

4.9 Animal and Horse Management. Please refer to the Covenants and regarding Animals. In addition to the Covenants the following are guidelines for horse and other animal owners:

a. The minimum lot size for the first horse is 3.00 acres.

b. The NVP around the perimeter of the lot must remain intact and protected per the Covenants and Design Guidelines. No feeders, water containers, animal pens, shelters or other animal implements will be allowed in the natural vegetation preserve.

c. All reasonable efforts must be made to maintain pasture grass throughout the year. In some cases the animal(s) may need to be 'dry-stalled' or otherwise kept off the pasture so the pasture can grow/spread/recover and not become a dust or erosion problem. Proper pasture grasses will be determined. Supplemental feed is required. Grazing must be managed for pasture health. Some lots may not be practical for keeping horses.

d. In some cases, cross fencing may be required that allows for moving horses to different areas of the lot so the pasture can recover. Fence material other than 'King Ranch' wire mesh will be given consideration. In some cases the minimum area fenced may be defined.

e. The design, color and material of all gates must be approved in writing by the ARC.

f. Horse trailers and other horse management implements must be screened from view from adjacent lots or streets.

ARTICLE 5 OTHER PROVISIONS

5.1 Subdivision and combining of Lots. Subdivision of any lot is prohibited.

Combination of adjoining Lots is permitted with written approval, if there are no utilities along the common lot line. A plat revision may be required by the Kendall County Development Office. If Lots are to be combined, any requested reconfiguration of the Building Envelope should be requested early in the design phase. The NVP and Building Envelope of the resultant Lot will be determined by the ARC.

5.2 Easements and Utilities

a. Each Lot has a 30-foot wide easement at the front Lot line and 15 foot wide easements at all other side and rear lines for purposes of utilities, landscaping and maintenance. No structures or Improvements may be placed within the easements except for driveways and utilities. Easements are indicated on recorded plats.

b. Underground utilities are stubbed out to the property line(s) of each Lot. The extension of utilities from the stub to the Residence is the responsibility of the Lot owner. All utilities must be placed underground and routed within the utility easement to a minimum of alignment with the front side of the residence so as to protect trees, prominent vegetation, site features and minimize disruption to the NVP. Gas meters to be located so as to be hidden from the street. These utilities may require landscape screening.

5.3 Miscellaneous Utility Elements, Accessories and Equipment Requirements

a. All mechanical equipment, including but not limited to meters, air conditioners, compressors, pumps, and swimming pool equipment, shall be entirely screened from the street, common areas and adjoining Lots either by approved walls, fencing or landscaping.

b. Television antennae and satellite dishes (diameter not to exceed 18 inches) are subject to ARC approval for location and appearance.

c. Refuse cans and landscape equipment shall be stored in an enclosure so as not to be visible from the street, common areas and adjoining Lots.

d. Construction signage is limited as referenced in the CCR's.

e. Flagpoles may be permitted if flags are of modest size, not higher than the Residence, and sited within the Building Envelope. Prior written approval by the ARC is required.

f. The only approved address marker at the street will be on a stone provided by Cordillera Ranch POA.

5.4 Recreation and Play Equipment

a. With prior written approval, the ARC may allow a path from the Building Envelope through the NVP to the property line to access the trail system. The path may be constructed of flagstone, decomposed granite or similar approved materials. A gate in any fencing must conform with the fencing provisions.

b. Basketball goals require prior written approval from the ARC.

c. Play structures, swing sets, trampolines, slides and similar recreation equipment are prohibited in the NVP. Recreation equipment may require screening and is subject to prior written approval from the ARC regarding location, screening, and color. Maximum height is 10 feet.

d. Sport courts and tennis courts require prior written approval from the ARC.

e. Dog runs are permitted, subject to prior written approval from the ARC. Locator flags for buried electrical pet enclosure devices must be removed within 12 months of installation. Fence materials are subject to prior written approval and plans and specs are required.

f. Swimming pools are allowed in Building Envelope only. Pools should be located to reduce noise and visual impact to adjacent Lots and common areas. Pool equipment must be screened from public view. Above ground pools will not be allowed. Pool backwash not permitted into the NVP.

**ARTICLE 6
PROCEDURES FOR REVIEW AND APPROVAL**

During the design and construction process, you and your design/construction team shall meet with the ARC a minimum of 3 times for review and approval. The ARC meets on a regular basis to review submittals. Please adhere to the following guidelines and schedules when submitting plans and documents for any given step in the process.

One complete copy of required submittals must be provided to the ARC at least 5 working days before a scheduled conference accompanied by a specific request for action and checks for required design fees and deposits (refer to Section 8 “Fees, Deposits and Fines”). Upon review and deliberation, the ARC will provide written approval or denial of request within 30 days of the meeting. If denied and the ARC has any recommendations for modification, those will be communicated in writing. Incomplete submittals will not be reviewed.

Each step of the process is described more fully herein and checklists for each submittal are included as Exhibits A through C. *Note that required submittals are cumulative, i.e., all submittals must be accompanied by the prior approved submittals in order to ensure continuity of design and review.*

6.1 Design Conferences

Site Analysis Conference

The purpose of this conference is to discuss the Lot and its characteristics prior to the commencement of design. It is recommended this conference be held on site at the Lot.

Required submittals:	Site Analysis information (Exhibit A) Acknowledgment Form (Exhibit E) Design Review Fee \$250.
Required attendees:	Owner/owner’s agent, architect or designer, and builder.

Preliminary Design Conference

The purpose of this conference is to assure that initial design concepts are in accord with the objectives of the Cordillera Ranch community; that the design responds to the specific conditions of the Lot and adjoining properties; and that all parties are familiar with construction procedures and requirements.

Required submittals:	Preliminary Architectural Design (Exhibit B); Owner’s Construction and Landscaping Deposit and Deposit Agreement (Exhibit F); Contractors Construction Deposit
Required attendees:	Owner/owner’s agent, architect or designer, and builder.

Final Design Review

The purpose of this conference is to confirm final design plans, materials and details.

Required submittals:	Final Architectural Design (Exhibit C) Exterior Colors and Forms Selections (Exhibit G) (Landscape plans are not required with this submittal.)
Required attendees:	Builder.

6.2 Resubmittal of Plans. In the event of any disapproval by the ARC of either a Preliminary or a Final Submittal, a re-submittal of plans and other materials must follow the same procedure as an original submittal, including the same time frames.

All changed items on a re-submittal must be clearly itemized in writing and highlighted and identified on the drawings. Any changes that are not noted, itemized or highlighted may cause the submittal to be voided or meetings delayed.

The ARC may assess an additional design review fee upon subsequent submittals which are substantially changed from previously reviewed submittals. Refer to Article 8 for fee schedule.

Design Variance Request Procedure: Variances require that a hardship is demonstrated and that no adverse impact to the community as a whole is the outcome of the variance. Mitigating the variance may be required; including but not limited to additional landscaping and written agreement from adjacent Lot Owners.

Requests must be submitted within the standard submittal schedule along with any necessary materials to clearly communicate the requested variance. Requests will be processed and written response given within 30 days of the submittal.

A variance design review fee will be assessed, refer to the fee schedule in Article 8.

6.3 Additions, Exterior Remodels and Refinishing. Structural additions added to the exterior of a completed home must follow the Design Review procedures as follows:

A remodel or addition that involves heated livable space requires drawings submitted by an approved design professional. Refer to 6.1; Preliminary Design Conference and Final Design Review.

Additions of such items as a dog run, patio, landscaping, light fixtures or awnings also require the submittal of drawings. Design review fees will be assessed, refer to the fee schedule in Article 8.

6.4 Non-Waiver. The approval by the ARC of any plans, drawings or specifications for work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any provision of these Improvement requirements shall not constitute a waiver of the same.

Approval granted to a project does not constitute approval of each element within that project. If an element that does not comply with the guidelines is discovered in a future submittal, during or after Construction of the project, modification of the non-compliant element may be required. The ARC, the Cordillera Ranch Property Owners Association, The Cordillera Ranch Developer, or any employee or member of the ARC may not be held liable for any costs or inconveniences incurred to remedy such a situation.

The Owner shall assume responsibility for compliance with all of the Design Guidelines and the CCR's.

Refer also to Acknowledgement Form (Exhibit E).

6.5 Approval of Builder. The Cordillera Ranch Community has several contractors designated as "Preferred Builders". A Preferred Builder has been designated as such after an investigation of their Construction experience and history particularly in Cordillera Ranch. You are not required to use a

Preferred Builder but in order to ensure quality Construction within Cordillera Ranch, if you select a builder other than a Preferred Builder, that builder is subject to the approval of the ARC in accordance with the criteria set forth below. You must contact the ARC office to obtain information necessary for the approval process or to determine whether a particular builder has been previously approved or denied to build homes in Cordillera Ranch. Preferred Builders are already approved to build in Cordillera Ranch; however, that does not waive the requirement to follow the plan approval process set forth herein.

The following must be submitted in writing for approval of a builder by the ARC before Construction of any kind may commence on any Lot.

- ★ Name of builder;
- ★ Minimum three (3) references from previous custom home customers;
- ★ Banking reference and supplier references;
- ★ List of homes built within last thirty-six (36) months.

Guidelines for builder approval include but are not limited to: the builder must have built/started a minimum of 10 homes in the prior 36 months of which at least 5 must have a minimum cost of \$600,000 excluding lot costs. Approvals will only be granted on a project-by-project basis. The ARC, however, by giving approval of a contractor, makes no implicit or explicit representations or warranties of any kind for the performance either fiscally or for the quality of actual Construction of the approved contractor. The ARC, in its sole discretion, may elect to waive or modify the requirements set forth above if the proposed builder can demonstrate or verify that it has extensive experience in building high end homes for a significant number of satisfied customers.

The ARC's approval of any builders (whether just as an approved builder or as a Preferred Builder) for purposes of allowing them to build in Cordillera Ranch does not constitute any endorsement or recommendation of such builder, or in any other manner warrant such builder's performance, and the CR Entities as defined in Exhibit E attached hereto shall have no liability for performance, non-performance or improper performance by any such builder. The Owner should do its own investigation and due diligence regarding any builder that they might consider to build their Improvements and they should not rely on any reference or recommendation regarding any builder from any of the CR Entities. Owners are not required to use a Preferred Builder and they may use a builder not designated as a Preferred Builder but any builder selected by the Owner is subject to the approval of the Cordillera Ranch ARC in accordance with the criteria set forth above.

6.6 Subsequent Changes. Any changes to an approved design proposal that occur after the Final Design Approval and before the Final Release must be submitted to the ARC for written approval prior to beginning any work.

Documentation necessary to review the change and a processing fee will be required regardless of the outcome.

Applicants requesting changes that require a Variance are required to submit documentation as necessary for review and follow the request for variance process. A review fee will be charged for variance requests.

6.7 Notification of Completion and Final Release. Upon completion of any Residence or other Improvements, the Owner and Builder or Contractor shall give written Notice of Compliance (Exhibit J) with The Springs of Cordillera Ranch Community Design Guidelines and CCR's to the ARC.

The ARC may require a set of record drawings of what actually was built and installed on the Lot. A site plan, which includes the location of all improvements, utility equipment, fencing and driveway may be required.

Within 30 business days of such notification, the ARC may inspect the Residence or other Improvements for compliance.

If items of non-compliance are noted the Owner will be notified and will have 30 days to remedy the non-complying items.

When all items are in compliance the ARC will issue a Certificate of Compliance.

6.8 Unit 301A Pre-Approval

In Unit 301A only, builders may submit multiple home plans and elevations for the home options that will be offered by the builder for Blocks A and B for pre-approval. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction following the standard process. Plans must include a site plan showing the specific home on a specific lot upon which it is proposed to be built. If the home is proposed for possible multiple lots, site plans for each proposed location must be submitted.

Final Approval – Once a firm decision is made on which plan to build on a specific lot, the ARC must be notified for Final Approval. Specific selections for the home must be submitted. Improvements on a Lot may not commence until the ARC has issued final approval.

ARTICLE 7 CONSTRUCTION GUIDELINES AND REGULATIONS

The following guidelines and regulations shall be a part of the Construction contract documents for each Lot. All Owners and Contractors shall be bound by these guidelines and any violation, regardless of perpetrator, shall be deemed to be a violation by the Owner of the Lot.

7.1 Pre-Construction Requirements. Prior to the initiation of any Construction, the following must be provided or accomplished:

- ★ Contractor's deposit of \$2,500 for each construction job. The deposit will be returned upon Final Release unless fines have been levied. The ARC may request an additional deposit be paid in the event the balance falls below \$500 due to fines levied (refer to Article 8).
- ★ Owner's Construction and Landscaping deposit of \$5,000 (refer to Article 8).
- ★ Contractor's Certificate of Insurance with a minimum \$1,000,000 general liability insurance naming the Owner and Cordillera Ranch Property Owners Association as Additional Insureds.
- ★ Contractor's Certificate of worker's compensation insurance or proof of exemption.
- ★ Site work approval (refer to Exhibit H) to include:

- Site staking in accordance with the site analysis plan and final site plan.
 - Limits of Construction defined with 4 foot high vegetation protection fencing (perimeter of the Building Envelope or NVP)
 - Mark and protect trees, vegetation and features to be saved within the Building Envelope (include tree root protection)
 - Mark trees approved to be removed
 - Equipment access identified
 - Utility trenching location staked and labeled
 - Building footprint staked and labeled
 - A form survey or batter-board survey is required to be submitted to the ARC for written approval, prior to placing the concrete slab.
 - Paving limits marked
 - Temporary portable toilet located and installed
 - Materials storage site(s) indicated/installed
 - Dumpster location identified/installed
 - Silt fence installed as needed
 - Comply with TCEQ and Federal requirements including Stormwater Pollution Protection Plan (SWPP)
- ★ List or all personnel and vehicles authorized to have access to site
 - ★ Obtain all gate, code and access information from Gate Administrator.

7.2 Commencement of Construction

- ★ Upon receipt of final approval in writing from the ARC the contractor may begin Construction. The date of this notice shall be recorded as the commencement date of Construction unless an alternate start date is requested by the Contractor.
- ★ The work must begin within one year from the date that written Permission to Begin Construction was granted. Any approval given shall be automatically revoked if Construction does not begin within this time period. If the Owner decides to build after this 12 month period, plans must be re-submitted for approval. All resubmittals will be subject to the Design Guidelines in force at the time of re-submittal.
- ★ The Contractor shall, in any event, complete all Construction of Improvements to the Lot within 12 months after commencing Construction, except when such completion is impossible or would result in hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.
- ★ If Construction cannot be legitimately completed within the regulated time frame, the Contractor must apply for a Construction Variance. The ARC will respond to such a request as quickly as possible; written approval is required for an extension.
- ★ The ARC may inspect all work in progress and give notices of non-compliance when applicable.
- ★ The Owner is liable for all violations of all regulations by all parties involved in the Construction of all Improvements. As the sole contact with the ARC during Construction, the Contractor is responsible for making sure that all parties, including subcontractors and crew members, abide by the rules set forth.

- ★ In the event of a violation of the governing documents a warning may be given for less serious breaches. Violations will be subject to the fines and other corrective action as deemed suitable by the ARC.

7.3 Construction Requirements

In addition to the pre-Construction and commencement requirements, the following Construction requirements must be followed:

a. Construction Access to Lots

- Each Lot must have a clearly defined Construction access through the front NVP (if applicable), which may not encroach into the side or rear NVP or other protected site features.
- Take appropriate measures to stabilize the access and control dust and erosion.

b. Building Envelope

The Building Envelope is the area in which all activities related to Construction must occur. No Construction activity may take place outside of this area at any time except as previously defined.

- Vegetation protection fencing must delineate the boundaries of this area as approved by ARC.
- Fencing must be in place before Construction begins.
- Fencing must remain intact, unmoved, and complete until exterior Construction activity and landscaping activity has ceased.

c. Preservation of Property

The use of or transit over any adjacent Lot or common area is prohibited. Similarly, the use of, or transit over, the NVP or setbacks outside the Building Envelope is prohibited; except as previously defined. Construction personnel must refrain from parking, eating and depositing rubbish or scrap materials on any neighboring Lot, tract, right of way, common area, or anywhere outside of the Building Envelope.

d. Conservation of Native Landscaping

Trees near Construction activity will require additional protection such as dimensional lumber strapped (not nailed) to the trunk. The ARC has the right to flag major terrain features or plants that need to be fenced for protection. Any trees or branches removed during Construction must be promptly cleaned up and removed from the Construction site.

In order to prevent compaction and erosion, tree root bridging is required where Construction activity infringes upon the drip line of a tree. If tree roots are encountered during excavation they should either be covered immediately with burlap or kept moist until the soil can be replaced, or the smaller roots should be trimmed and the ends coated with a substance that reduces the uptake of pathogens through the roots.

e. Water and Soil Management

Much of Cordillera Ranch drains into ecologically sensitive aquifers. Protection of these sensitive areas is necessary. With modification and mitigation of Construction methods most of the impacts can be significantly reduced. The following may be required:

- ★ Temporary soil stabilization practices

- Hydromulch
- Jute Netting
- Wood excelsior blanket
- Erosion control blankets or geotextiles
- Approved chemical mulches or tackifiers
- Straw should not be used because invasive weeds that generally exist within the straw will be introduced to the site

★ Temporary runoff control (diversions) and slopes

- Silt fence (TCEQ approved)
- Diversion dikes and swales
- Perimeter dikes and swales
- Interceptor dikes and swales

★ Temporary grade stabilization structures

- Flexible downdrain
- Pipe slope drain
- Section down drain
- Chutes, flumes, spillways

Even a minimal amount of sediment, such as topsoil, and water-borne pollutants, such as oil drips from machinery, must be avoided.

f. Vehicles and Parking

Construction crews may not park on, or otherwise use, neighboring Lots or open spaces. All vehicles should be parked within the Building Envelope. During busy Construction periods involving multiple trades such that all Construction vehicles cannot be confined to the Building Envelope the overflow vehicles may be temporarily parked along the edge of the roadway. Vehicles may park along one side only to allow continual unconstrained access by normal traffic and emergency vehicles.

Changing oil or any other vehicle maintenance is not allowed.

★ Vehicular Access

- Prior to the start of any Construction activity, each contractor must meet with the POA Manager for gate passes. The contractor must provide a vehicle list and supporting information relating to the description and identification of Construction employee's vehicles. No person or vehicle will be allowed onto Cordillera Ranch property until the required documents are on file and the appropriate passes have been issued.
- The POA Manager may require proof of acceptable automobile insurance as a condition of entry.

★ Material Deliveries

- All building materials, equipment and machinery must be delivered to and remain within the Building Envelope of each Lot, clear of all setbacks.
- All building materials, earth-moving equipment, generators, mixers, cranes and any other equipment or machinery that may remain on the Lot overnight must be within the Building Envelope of each Lot, clear of all setbacks.

★ Refuse receptacles and debris removal

- Clean up all refuse and debris at the end of each day.
- Provide a commercial dumpster on the site throughout the construction period at a location agreed upon with the ARC.
- Empty receptacles on a timely basis.
- Owners and contractors are prohibited from dumping, burying, or burning refuse anywhere on the Lot or in Cordillera Ranch.
- All concrete washout must occur within the Building Envelope.
- Each Construction site must be kept neat and be properly policed to prevent it from becoming a public eyesore or detriment to other Lots or open space
- Dirt, mud or debris resulting from activity on each Construction site must be removed daily from public or private roads, open spaces and driveways of other portions of Cordillera Ranch

g. Excavating, Excess Materials and Blasting

- Excavations for foundations may not exceed 5 feet without prior written approval from the ARC.
- Trenching must be confined to areas indicated on the site plan.
- Manual excavation may be required at tree roots.
- Backfill materials must include loose soil of proper characteristics to promote revegetation of all disturbed areas.
- All excess materials resulting from any excavation must be removed and legally disposed of. Temporary storage must occur within the Building Envelope.
- Blasting requires prior written notice and must be requested more than two working days prior to requested operation.
- Blasting may only be performed by licensed demolition personnel with all requisite insurance coverage as mandated by government statutes specific to their blasting activity. The ARC has the right to require a pre-blast survey and written documentation that such effect will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. Blasting requires prior written approval.

h. Dust and Noise Control

The contractor is responsible for controlling dust and noise from the Construction site, including daily removal of dirt and mud from right of ways that is the result of activity on the Lot. The use of radios or of other audio equipment must not be audible beyond the property perimeter on any Lot.

i. Temporary Power

Utilize existing power supply sources when available and temporary power generators only when necessary.

j. Daily Operation

Construction activity is allowed on Monday through Friday between the hours of 6:30 a.m. and 7:00 p.m. and on Saturday from 8:00 a.m. to 5:00 p.m. No work is allowed on Sundays, holidays or other hours unless approved in writing by the ARC.

k. OSHA

All applicable National Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

l. Sanitary Facilities

Contractors are responsible for providing adequate sanitary facilities for their Construction workers on each Lot at all times. Temporary sanitary toilets must be located within the Building Envelope clear of all setbacks and hidden from view as much as possible.

m. Additional Requirements

- The consumption of alcohol or the use of a controlled substance by Construction personnel anywhere on Cordillera Ranch property is prohibited.
- The possession or discharge of any type firearm by Construction personnel anywhere on Cordillera Ranch is prohibited.
- No on site fires are allowed. At least two 10 pound 4A/20BC Dry Chemical Fire Extinguishers must be present and available in a conspicuous place on each Construction site at all times.
- Visitors to any Lot are limited to those persons with official business relating to the Construction activity, such as Construction workers and tradesmen, ARC members, security staff, sales personnel and the Owner. Construction personnel may not invite or bring family members or friends to the project site.
- No pets may be brought onto the property by anyone other than the Owner. The Owner's pet must be properly contained.
- Only signs approved by the ARC are allowed and must be placed as approved.
- Construction address signs must be approved and placed as determined on the site drawings.
- Construction trailers, portable job offices, and commercial storage containers are not permitted. Trailers are not permitted overnight. Temporary site built storage or shelter facilities that blend in with the Construction site may be proposed to the ARC at the Pre- Construction Conference.

7.4 Owners' Construction and Landscaping Deposit

Owners' deposit is required to ensure that they and their contractors perform in accordance to the Guidelines and the CCR's. Deposits will be returned upon the completion of the Certificate of Compliance, restoration and subject to possible fines associated with the plans and construction.

7.5 Completion of Construction

Each Owner and Contractor shall clean the Construction site and repair all property that has been damaged. This includes, but is not limited to, restoring grades, plantings, shrubs and trees as approved or required by the ARC, streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing. In addition, the Owner and Contractor will be held financially responsible for the cost of site restoration/revegetation and refuse removal on any and all adjacent properties as a result of trespass or negligence by their employees and/or subcontracted agents.

The ARC may take corrective action at any time including, but not limited to, fines as described herein, entering the site to correct the problem, issuing a Notice of Non Compliance and/or a Stop Work Order, ordering of mitigation measures, of enforcement by any proceeding at law or as otherwise allowed under the law.

**ARTICLE 8
FEES, DEPOSITS AND FINES**

8.1 Fees

Design Review Fee	
Site Analysis Plan	
Preliminary Architectural Design	
Preliminary Landscape Plan	
Final Architectural Design	
Final Landscape Plan	
Address/Rock	
Total Review Fee for all above plans (including address rock).....	\$250
Re-submittal Review Fee (per plan)	\$100
Variance submittal request.....	\$200
Pool Plan Review Fee	\$100
Other Plan submittals, i.e. Casita, Garage, Other Additions or Remodeling	\$100

8.2 Deposits

Deposits are required to help insure that Owners and their Contractors perform in accordance to the Guidelines and CCR’s. All deposits will be returned upon the completion of Construction and the delivery of the Letter of Compliance as stated in the CCR’s, less any assessed fines.

A. Construction and Landscaping Deposit for Owners	\$5,000
B. Standard Construction Deposit for all Builders	\$2,500
C. Landscape Contractor’s Deposit	\$1,000
D. Pool Contractor’s Deposit.....	\$2,500

8.3 Fines

Fines are levied against Owners and contractors for not adhering to the Design Guidelines or the CCR's. Fines will be administered uniformly and fairly to the extent possible however, failure to fine does not constitute approval nor waive the ability to fine again. Fines may be levied for action prior to, during and after Construction.

- a. Fines and Forfeitures for Not following Proper Management Practices
- 1) Construction Violations
 - Failure to install or maintain vegetation protection fencing around site and vegetation \$500
 - Failure to maintain soil retention barriers, silt fence, etc. \$500
 - Damage to the front, rear or side (where applicable) NVP \$250
 - Trespassing and/or damage to the adjacent NVP or lot(s) \$250
 - Failure to promptly removing soil in street \$500
 - Failure to stabilize construction entrances to site (3" cobble rock) \$500
 - Starting construction without ARC written approval \$2,000
 - Constructing a change that requires a variance prior to approval by ARC \$1,000
 - 2) Tree, Brush and Limb Removal or Damage
 - Failure to obtain a burn permit prior to any burning \$500
 - Failure to control a burn in a proper manner \$500
 - Unauthorized tree removal, improper pruning per oak wilt guideline/state \$1,000
 - Over clearing, tree removal from a common area, neighboring property or Lot, damage to healthy trees (plus cost of restoration) \$2000+
 - 3) Unauthorized Equipment and Signage
 - Unauthorized trailer or equipment (trash trucks, tractors or mixing equipment not in use) \$500
 - Unauthorized sign or sign location \$500
 - Lot address sign not posted \$200
 - 4) Refuse Receptacles/Debris Removal
 - Concrete washout placed in any area except the Building Envelope \$500
 - Refuse receptacle missing or in unauthorized location \$200
 - Portable toilet missing or in unauthorized location \$200
 - Failure to remove daily refuse, debris, mud or excess dirt from public or private roadways \$500

<input type="checkbox"/>	Failure to pick up all refuse or loose debris at the end of each work day	\$500
5) Noise and Nuisance		
<input type="checkbox"/>	Radio or conversation audible beyond property lines (OSHA regulation)	\$500
<input type="checkbox"/>	Failure to comply with Daily Hours of Operation, working beyond approved hours	\$500
6) Jobsite Safety		
<input type="checkbox"/>	Possession or discharge of firearm or other weapon (fine and/or withholding of future permits)	\$2,000
<input type="checkbox"/>	Consumption of alcohol or use of other controlled substances by contractors	\$2,000
<input type="checkbox"/>		\$500
<input type="checkbox"/>	Unauthorized visitor or child (under age 16) on site	\$500
<input type="checkbox"/>	Unauthorized blasting or trenching	\$2,000

8.4 Other Violations. In accordance with the CCR's, the ARC may assess additional fines for unlisted actions resulting in environmental degradation, nuisance or safety being compromised on a case-by-case basis.



EXHIBIT A

SITE ANALYSIS CHECKLIST

The following items represent minimum requirements to be prepared and shown on plan provided by Designer or Builder. Additional information may be required if deemed necessary by the ARC.

- Site Plan at 1" = 20' scale
- Confirm survey pins of the Building Envelope and Lot corners, as drawn on the final plat
- Lot boundaries
- Adjacent land uses, building locations, style and colors (provide photos)
- Slope and drainage patterns, setbacks and easements, utilities
- Floodplain
- Edge of pavement
- Final plat data
- Topography (1' or 2' contours intervals)
- Significant site features (exposed rock, rimrocks, etc.) Indicate major and minor views, and sun orientation
- Location of trees 6" in diameter or greater, as well as prominent vegetation (cedar not included)
- Tree sizes, species, locations, drip lines
- North arrow
- Acknowledgement Form (Exhibit E)



EXHIBIT B

PRELIMINARY ARCHITECTURAL DESIGN AND SITE DEVELOPMENT PLAN CHECKLIST

The following items represent minimum requirements. Additional information may be required if deemed necessary by the ARC.

PRELIMINARY ARCHITECTURAL DESIGN

Design Review Fee \$250

One set of preliminary design plans on minimum 24"x36" sheets must be submitted.

Required drawings are:

- Site plan at 1" = 20' minimum scale
- Conceptual floor plans (minimum 1/8" = 1')
- Conceptual exterior elevation plans showing all four elevations (minimum 1/8" = 1')
- Indicate existing and finished grade
- Identify Lot, Block and Unit
- Impervious cover must be limited to 80% of the Building Envelope

PRELIMINARY SITE DEVELOPMENT PLAN

The following must be included in the Preliminary Site Development Plans:

- Protected Areas
- Disturbed Areas
- Revegetation Areas
- Enhanced landscape areas
- Native (or existing) plants to be salvaged
- Building footprint
- Paving
- Terraces
- Courtyards
- Patios
- Decks
- Pools
- Fencing
- Setbacks
- Easements
- Property boundaries
- Grading
- Drainage concepts
- All temporary facilities including construction trailers, dumpsters, sanitary facilities, materials storage areas, protective fencing, silt fencing, etc.
- Other Improvements deemed pertinent to the site for landscape considerations



EXHIBIT C

FINAL ARCHITECTURAL DESIGN AND LANDSCAPE PLAN CHECKLIST

The following items represent minimum requirements. Additional information may be required if deemed necessary by the ARC.

FINAL ARCHITECTURAL DESIGN

- Owner's Construction and Landscaping Deposit Agreement
 - Owner's Construction and Landscaping Deposit – \$5,000
 - Contractor's Construction Deposit – \$2,500
 - One set of completed final design plans shall be submitted on minimum 24"x36" sheets and shall include:
 - Site plan (1" = 20')
 - Final landscape plan (due 30 days prior to substantial completion)
 - Floor plans (1/4" = 1')
 - Exterior elevations (1/4" = 1'), indicate the existing and finished grade
 - Roof plan (minimum 1/8" = 1')
 - Building sections
 - Exterior and landscape details
 - Identify Lot, Block, Unit and Address
 - Location of utility extensions
 - Grading and drainage plans
 - Location, color and materials of retaining walls
 - Drawings must be stamped by the responsible design professional
 - Exterior colors and Materials Selections (Exhibit G)
- FINAL LANDSCAPE PLAN – Plans are required to be submitted 30 days prior to the substantial completion of the Residence.

In addition to the items required for the Site Development Plan, the Final Landscape Plan must have the following

- Plans must be at 1"=10' or 1"=20' and show all residential improvements and necessary plat data
- Plan must be on an engineering scale (not architect's scale).
- Location, type, quantities and sizes of proposed plants (identify plants not on approved list)
- All hardscape materials, details, specifications and colors
- Irrigation plans (temporary irrigation for restoration of the NVP)
- Restoration plan
- Pool plans and fence plans



EXHIBIT D

PLANT LISTS

The following list should be used as a starting point for selecting plants in the Ranch Community of Cordillera Ranch. Requirements for specific Lots may be more or less restrictive depending on landscape indigenous to the immediate site and the location of the site within the community.

Natural Vegetation Preserve (NVP)

The plants listed in this category are appropriate for use on all parts of the Lot.

TREES	
<i>Botanical Name</i>	<i>Common Name</i>
Aesculus Arguta	Texas Buckeye*
Chilopsis Linearis	Mesquite
Cercis Canadensis.	Redbud
Cornus Drummondii	Roughleaf Dogwood*
Diospyros Texana	Texas Persimmon*
Fraxinus Texensis	Texas Ash
Leucaena Retusa	Goldenball Leadtree*
Quercus Fusiformis	Escarpment Live Oak
Rhus Lanceolata	Flameleaf Sumac*
Sophora Secundiflora	Mountain Laurel*
Ulmus Crassifolia	Cedar Elm
Ungnadia Speciosa	Mexican Buckeye*
SHRUBS	
<i>Botanical Name</i>	<i>Common Name</i>
Anisacanthus Wrightii	Flame Aacanthus*
Lantana Horrida	Texas Lantana*
Opuntiaspp	Cactus*
Rhus Virens	Evergreen Sumac*
Salvia Greggii	Autumn Sage*
ANNUALS, PERENNIALS & GRASSES	
<i>Botanical Name</i>	<i>Common Name</i>
Amblyolepis Setigera	Huisache Daisy
Aster Oblongifolius	Autumn Aster*
Bouteloua Gracilis	Blue Grama
Buchloe Dactyloides	Buffalo Grass
Car Ex Piano Stachys	Cedar Sedge
Castilleja Indivisa	Indian Paintbrush
Coreopsis Tinctoria	Calliopsis
Gaillardia Pulchella	Indian Blanket
Liatris	Gayfeather
Linum Lewisii	Blue Flax
Lupinus Texensis	Bluebonnet
Melanpodium Leucanthum	Blackfoot Daisy
Melica Nitens	Three-Flower Melic
Muhlenbergia Reverchonii	Seep Muhly
Malvaviscus Arboreus	Turks Cap*
Rudbeckia Hirta	Black-Eyed Susan

Salvia Coccinea	Scarlet Sage
Salvia Engellmannii	Englemann Sage
Salvia Farinacea	Mealy Blue Sage
Native Grass Blend for Restoration in the NVP	
	Blue Grama
	Texas Panicum
	Sideoats Grama
	Little Bluestem
	Green Sprangletop
	Indiangrass
	Buffalo Grass

Enhanced Landscape Zone

In addition to the plant list defined for the NVP, the following selection of plants is appropriate for use in landscaped areas that have a direct relationship with the home. The Enhanced Landscape must be contained within clear boundaries, beyond which only plants for the Native Zone are allowed.

TREES	
<i>Botanical Name</i>	<i>Common Name</i>
Comus Florida	Flowering Dogwood
Cotinus Obovatus	Smoke Tree
Ilex Deciduas	Possumhaw
Ilex Vomitoria	Yaupon Holly*
Lagerstroemia Indica	Crepe Myrtle
Prunus Mexicana	Mexican Plum
Quercus Macrocarpa	Bur Oak
Quercus Texana	Texas Red Oak
Sophora Affinis	Eve's Necklace
Taxodium Distichum	Bald Cypress
Ulmus Parvifolia Sempervirens	Lacebark Elm
Vitex Agnus-Castus	Vitex
SHRUBS	
<i>Botanical Name</i>	<i>Common Name</i>
Abelia spp	Abelia*
Aspidistra Elatior	Cast-Iron Plant*
Aucubajaponica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifoliolata	Aagarita*
Buxus Microphylla	Boxwood*
Cotoneaster Dammeri	Coral Beauty Cotoneaster*
Elaegnus spp	Elaegnus*
Fatsiajaponica	Japanese Aralia*
Hypericum spp	Hypericum*
Hesperaloe Parvaiflora	Red Yucca*
Ilex Comuta	Dwarf Chinese Holly*
Ilex Vomitoria	Dwarf Yaupon*
Ligustrum Luicidum 'Variegated'	Variegated Ligustrum

Leucophyllum spp	Texas Sage*
Myrica Cerifera	Southern Wax Myrtle*
Nandina spp	Heavenly Bamboo*
Nerium Oleander	Oleander*
Pyracantha Coccinea	Pyracantha*
Raphiolepis Indica	Indian Hawthorn
Rosmarinus Officinalis	Rosemary*
Santolina Chamaecyparissus	Gray Santolina
Yucca spp	Yucca
PERENNIALS & GRASSES (St. Augustine Prohibited)	
<i>Botanical Name</i>	<i>Common Name</i>
Achillea spp	Yarrow*
Malvaviscus Arboreus	Turks Cap*
Nolina Texana	Sacahuista*
Pennisetum spp	Fountain Grass
Poliomentha Longiflora	Mexican Oregano*
Salvia Leucanthia	Mexican Bush Sage*
Salvia Roemeriana	Cedar Sage*
Various turf grasses	
FLOWERS, FERNS & HERBS	
<i>Botanical Name</i>	<i>Common Name</i>
Ageratum spp	Ageratum*
Begonia spp	Begonia*
Coreopsis Grandiflora	Coreopsis*
Coreopsis Lanceolata	Lanceleaf Coreopsis*
Cosmos Bipinnatus	Cosmos*
Echinacea spp	Purple Cone Flower*
Iris spp	Iris*
Lupinus Texensis	Bluebonnet*
Nephrolepis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*
Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thelypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*
Zinnia spp	Zinnia*
GROUND COVERS	
<i>Botanical Name</i>	<i>Common Name</i>
Ophiopogonjaponicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine
LAWN/TURF GRASS	
	<i>Common Name</i>
	Bermuda, Improved Varieties
	Zoysia, Improved Varieties
	Buffalo Grass, Improved Varieties
VINES	
<i>Botanical Name</i>	<i>Common Name</i>

Bignonia Capreolata	Crossvine
Campsis Radicans	Trumpet Vine
Clematis Texensis	Scarlet Leather-Flower
Ficus Pumila	Fig Ivy
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Sempervirens	Coral Honeysuckle
Parthenocissus Quinquefolia	Virginia Creeper
Passiflora Incarnata	Passion Flower
Wisteria Sinensis	Wisteria

*Plants identified with an asterisk at the end of the common name have shown some resistance to deer grazing but there is no such thing as deer-proof. Drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

For additional information contact:

Mark Risner (830) 336-3501, ext. 136
 Sara Garcia (830) 336-3501, ext. 108



EXHIBIT E

ACKNOWLEDGMENT, RELEASE AND INDEMNITY FORM CORDILLERA RANCH ARCHITECTURAL REVIEW (FILED ON 12/30/11)

We, the undersigned Applicants, have received a copy of, read and understand the Cordillera Ranch Design Guidelines (dated _____), Master Declaration of Covenants, Conditions and Restrictions, and the Supplemental Declaration to Master Declarations of Covenants, Conditions and Restrictions (collectively the "CCR's"), as they pertain to the real property owned by _____ (insert Owner's name) in the Cordillera Ranch Subdivision locally known as _____ (street address), Boerne Texas or identified as Lot _____, Block _____, and Unit _____ Cordillera Ranch Subdivision, Kendall County Texas. It is our intent to adhere to the CCR's and Design Guidelines and to submit plans for proposed Improvements and to seek written authorization from the Cordillera Ranch Architectural Review Committee ("ARC") prior to the commencement of any construction of any Improvements or development activity whatsoever.

The Applicants acknowledge that they have been advised that the plans will not be reviewed by the ARC for the purpose of making a determination or any recommendations with respect to any of the following, and any approval granted herein, and any inspections performed during construction, shall not constitute any representation or warranty by the ARC, express or implied, with respect to any of the following:

- (1) Whether the plans or building materials are in compliance with the applicable International Residential Code or any other applicable building codes or governmental regulations, or are adequate or appropriate from the standpoint of structural integrity or safety, engineering soundness or otherwise;
- (2) Whether the plans, including the architectural, structural, foundation and site drainage plans, are adequate, suitable, or appropriate for the site conditions;
- (3) Whether the improvements contemplated will be built over any caves, faults or other unstable conditions or any drainage ways, flood plains or other natural or environmental conditions that may adversely impact any planned Improvements;
- (4) Whether or not the plans are inadequate or inappropriate in any other manner or contain any errors or omissions;
- (5) Whether or not the actual improvements constructed are in compliance with any approved plans.

The Owner and Applicants acknowledge they have been informed as to the following and agree that: (1) The ARC's review and approval of plans and specifications and any inspections performed by the ARC are limited strictly to issues regarding compliance with the CCR's and Design Guidelines with respect to aesthetic matters; (2) The ARC's approval of any builders (whether just as an approved builder or as a Preferred Builder) for purposes of allowing them to build in Cordillera Ranch does not constitute any endorsement or recommendation of such builder, or in any other manner warrant such builder's performance, and the CR Entities as defined below shall have no liability for performance, non-performance or improper performance by any such builder; and (3) the Owner should do its own investigation and due diligence regarding any builder that they might consider to build their Improvements and they should not rely on any reference or recommendation regarding any builder from any of the CR Entities as defined below; and (4) Owners are not required to use a Preferred Builder and they may use a builder not designated as a Preferred Builder but any builder selected by the Owner is subject to the approval of the Cordillera Ranch ARC in accordance with the criteria set forth in the Design Guidelines of Cordillera Ranch; and (5) CRDC and/or CR Realty LLC provide marketing services for Preferred Builders and may receive a marketing fee for such services.

APPLICANTS ACKNOWLEDGE AND AGREE THAT:

1. **THE ARC DOES NOT REVIEW THE PLANS FOR THE PURPOSE OF DETERMINING IF THEY ARE IN COMPLIANCE WITH THE APPLICABLE BUILDING CODES OR WHETHER THE ARCHITECTURAL, STRUCTURAL, FOUNDATION AND DRAINAGE PLANS ARE ADEQUATE OR SUITABLE FOR THE PLANNED IMPROVEMENTS OR THE PARTICULAR LOT. EACH OWNER IS STRONGLY ENCOURAGED TO USE AN ARCHITECT AND/OR PROFESSIONAL DESIGNER OR PROFESSIONAL ENGINEER TO DESIGN THEIR PLANNED IMPROVEMENTS.**

2. **APPLICANTS AND OWNER ACKNOWLEDGE AND AGREE TO THE CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT AND HEREBY RELEASE THE CORDILLERA RANCH ARCHITECTURAL REVIEW COMMITTEE, CORDILLERA RANCH PROPERTY OWNERS ASSOCIATION, INC., CORDILLERA RANCH, LTD., CORDILLERA RANCH DEVELOPMENT CORP (“CRDC”), CR/KWW PARTNERSHIP LTD. OR CR/KWW DEVELOPMENT CORP., CRHN LLC, OR CRVSE LTD. OR CR REALTY LLC, AND ALL RELATED AND AFFILIATED PARTIES (COLLECTIVELY THE “CR ENTITIES”), THEIR AGENTS AND EMPLOYEES FROM: (1) ANY LIABILITY ASSOCIATED WITH THE REVIEW, APPROVAL, INSPECTION AND CONSTRUCTION OF ANY IMPROVEMENTS, (2) ANY LIABILITY RELATED TO THE PERFORMANCE, NON-PERFORMANCE, OR IMPROPER PERFORMANCE BY ANY BUILDER OR CONTRACTOR IN CONNECTION WITH THE CONSTRUCTION OF IMPROVEMENTS AND (3) ANY LIABILITY OR RESPONSIBILITY RELATED TO THE COST OR PRICE CHARGED BY ANY BUILDER OR CONTRACTOR IN CONNECTION WITH THE CONSTRUCTION OF THE IMPROVEMENTS.**

3. **OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CR ENTITIES, THEIR SUCCESSORS, ASSIGNS, AGENTS AND EMPLOYEES (“INDEMNIFIED PARTIES”) FROM ANY AND ALL LIABILITY, CAUSES OF ACTION, COSTS OR EXPENSES FROM ANY CLAIM RELATED TO OR ARISING FROM THE CONSTRUCTION OR COST OF OWNER’S IMPROVEMENTS OR ANY REVIEW, APPROVAL OR INSPECTION OF OWNER’S IMPROVEMENTS BY THE INDEMNIFIED PARTIES.**

Owner, Owners Agent, Architect/Designer, Engineer, Landscape Architect/Designer, and Builder identified below are referred to in this Agreement collectively as “Applicants”.

AGREED TO & ACCEPTED:

Owner _____ <p style="text-align: center;">Signature</p>	_____ <p style="text-align: center;">Printed Name</p>	Date _____
Owner _____ <p style="text-align: center;">Signature</p>	_____ <p style="text-align: center;">Printed Name</p>	Date _____
Owner’s Agent _____ <p style="text-align: center;">Signature</p>	_____ <p style="text-align: center;">Printed Name</p>	Date _____

Builder _____ **Signature** _____ **Printed Name** _____ **Date** _____

Architect/Designer _____ **Signature** _____ **Printed Name** _____ **Date** _____

Engineer _____ **Signature** _____ **Printed Name** _____ **Date** _____

Landscape Architect/Designer _____ **Signature** _____ **Printed Name** _____ **Date** _____

RECEIVED BY:

ARC _____ **Signature** _____ **Printed Name** _____ **Date** _____

For additional information contact:
Mark Risner (830) 336-3501, ext. 136
Sara Garcia (830) 336-3501, ext. 108



EXHIBIT F

CONSTRUCTION AND LANDSCAPING DEPOSIT AGREEMENT

OWNER: _____

Ph. _____

PROPERTY: Lot _____, Block _____, Unit _____ of Cordillera Ranch Subdivision
_____ (street address)

ARC: Attn: Architectural Review Committee
28 Cordillera Trace, Suite 2
Boerne, Texas 78006

1. In accordance with the Covenants, Conditions and Restrictions of Cordillera Ranch Subdivision (“Restrictions”) and the Design Guidelines (“Guidelines”) promulgated pursuant thereto, Owner agrees to submit a complete set of landscape, irrigation and restoration plans (collectively referred to as the “Landscape Plans”) to the Cordillera Ranch Architectural Review Committee (the “ARC”) not later than thirty (30) days prior to the earlier of: (i) substantial completion of Owner’s residence on the Property or (ii) the day that the residence on Owner’s property is ready for occupancy (such date referred to as the “Completion Date” for the purposes of this Agreement). The improvements described in the Landscape Plans shall hereinafter be referred to as the “Landscaping”. The ARC will act upon the Landscape Plans by either approving the same or disapproving the same with additional requirements and/or modifications. If the ARC rejects such plans, Owner agrees to resubmit the Landscape Plans to the ARC for approval with such additional requirements or modifications. Owner covenants and agrees to perform the work and install the necessary Landscaping indicated on the final Landscape Plans approved by the ARC within sixty (60) days of Completion Date. If Owner either fails to submit the Landscape Plans or to complete the Landscape Plans to the satisfaction of the ARC within the time periods set forth herein, Owner shall be in default of this Construction and Landscaping Deposit Agreement (“Agreement”).

2. Prior to the commencement of construction of a residence or other improvement on the property, Owner agrees to execute this Agreement and submit a Five Thousand and No/100 Dollar (\$5,000.00) deposit to the ARC. Any funds held pursuant to this Agreement shall be referred to herein as the “Deposit”. The Deposit may be in the form of a personal check or a bank cashier’s check. Checks submitted will be cashed immediately and such funds will be held pursuant to this Agreement. At any time prior to the issuance of a Certificate of Compliance (as defined in the Design Guidelines) the balance of the Deposit shall be reduced to less than \$500.00, Owner agrees to make an additional deposit in an amount requested by the ARC but not exceeding the sum of \$5,000.00. Failure to make any additional deposit within thirty (30) days of the request by the ARC may result in a Stop Work Order, institution of legal proceedings including injunctive relief and/or the imposition of a lien on the Property in the amount of any deficiency in accordance with the Restrictions. The Deposit will be held by the ARC without interest. The Owner

irrevocably authorizes the ARC to deduct from the Deposit (and pay to the ARC or the POA) any sums or amounts authorized by this Agreement.

3. The Deposit will be held by the ARC or the POA to secure all or any of the following:
 - a. Total cost to complete the Landscape Plans or the Landscaping plus twenty percent (20%) of such costs authorized herein;
 - b. The amount of any fines assessed against Owner pursuant to the Guidelines or Restrictions;
or
 - c. The amount of any unpaid fees required to be paid by Owner in accordance with the Guidelines or Restrictions; or
 - d. The cost to the ARC or the POA to bring into compliance any violation of the Guidelines
or
Restrictions occurring during the construction of any improvement or the Landscaping; or
 - e. Any cost or expenses incurred by the ARC or the POA in enforcing such rights pursuant to the Agreement, the Guidelines or Restrictions, including reasonable attorney fees.

Upon the occurrence of any event which gives rise to the right of the ARC or the POA to withhold any deposit, the ARC or the POA will notify Owner of such default and provide Owner twenty (20) calendar days to cure such default. In the event such default is not cured within such twenty (20) day period, Owner irrevocably authorizes the ARC or the POA to deduct the cost to cure such default from the Deposit. Notwithstanding the foregoing or anything contained in this Agreement, the Guidelines or the Restrictions to the contrary, the ARC or the POA or any of their Members, Officers or Directors shall not have any liability to actually complete the Landscape Plans or to remedy any other violation of the Restrictions, Guidelines or this Agreement concerning the construction of Owner's residence on the Property.

4. If it becomes necessary for the ARC or the POA to complete the Landscape Plans and/or the Landscaping, Owner shall be liable for and agrees to pay the ARC or the POA the total cost to complete the Landscape Plans and/or the Landscaping incurred by the ARC or the POA plus an administrative fee of twenty percent (20%) of such costs plus any other cost or expenses incurred by the ARC or the POA in completing such work or enforcing its rights hereunder (including reasonable and necessary attorney's fees) less any of Owner's Deposit used by the ARC in completing such work. Owner shall pay the ARC or POA all sums due to the ARC pursuant to this Agreement within thirty (30) days of receipt of written notice from the POA. If Owner fails to make such payment, the POA may assess the Property and shall have the right to enforce an assessment lien on the Property to pay for such costs in accordance with the Restrictions or exercise any other right or remedy available to the ARC or the POA including, but not limited to, seeking injunctive or other equitable relief with respect to such default and/or instituting legal proceedings to collect such amount.

5. Upon final completion of both the Landscape Plans and the plans and specifications for the construction of Owner's residence, Owner shall submit a request to the ARC that the Landscape Plans and the plans and specifications for the construction of Owner's residence and other improvements on the Property have been performed or completed in compliance with this Agreement, the Guidelines and the Restrictions to the satisfaction of the ARC. Within thirty (30) days from the date of receipt of such request, the ARC will conduct an inspection to determine if the Landscaping and the construction of the Owner's residence have been constructed and completed in accordance with the Landscape Plans and the other plans and specifications approved by the ARC for the construction of Owner's residence. If any violations of this Agreement, the Guidelines or Restrictions are found as the result of such inspection, the ARC will notify the Owner and the Owner will have an additional thirty (30) days to cure such violations. If the ARC determines that the Landscaping has been completed in accordance with the Landscape Plans and the construction of the residence and other improvements have been completed in accordance with the Agreement, Guidelines, Restrictions and any plans and specifications submitted to and approved by the ARC, the ARC will issue to Owner a Certificate of Compliance and will return to Owner the remaining amount of Deposit held by it.

The issuance of a Certificate of Compliance by the ARC shall not constitute a waiver of or an estoppel against their right to enforce any violation of this Agreement, Guidelines or the Restrictions with respect to any violations or noncompliance of the Landscape Plans or the plans and specifications approve for the construction of Owner’s residence or other improvements, but shall only be used for the purposes of determining whether the Deposit held pursuant to this Agreement shall be returned to Owner.

Time is of the essence in the performance of this Agreement. The failure of the ARC or the POA to strictly enforce the terms and provisions hereof will not constitute a waiver as the future defaults and breaches of this Agreement. Further, the failure of the ARC or POA to strictly enforce other Construction and Landscaping Deposit Agreements with respect to other properties within Cordillera Ranch Subdivision or the failure to obtain a Construction and Landscaping Deposit Agreement or a deposit thereunder from other property owners within the Cordillera Ranch Subdivision shall not constitute a waiver of the ARC’s or the POA’s rights or remedies set forth in this Agreement. The POA and the ARC reserve the right to waive the execution of a Construction and Landscape Deposit Agreement or a deposit with respect to other Owners or lots within the Cordillera Ranch Subdivision if, in the sole opinion and discretion of the ARC, the ARC receives other satisfactory assurance that such property owner will complete the Landscape Plans to the satisfaction of the ARC.

OWNER signature: _____

Printed Name: _____

Date: _____

CORDILLERA RANCH PROPERTY OWNERS
ASSOCIATION, INC. through its
ARCHITECTURAL REVIEW COMMITTEE

Signature: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT G

EXTERIOR COLORS & MATERIALS SELECTION

Owner: _____ **L/B/U:** _____ **Builder:** _____ **Date** _____

Painted Surfaces: Provide color chips or photographs in a range of colors to be considered. Final approval may require review of an on-site sample, including siding and accents.

Roof

Primary Material: _____ Color _____
Secondary Material: _____ Color _____
Weight _____ Gauge _____

Trim:

Primary Material: _____ Color _____

Eaves:

Primary Material: _____ Color _____

Siding: (If stone, provide type and pattern)

Primary Material: _____ Color _____

Pattern requires a scaled drawing or photo of the actual sizes or the stone to be used, showing the dimensions of the various stone sizes and mortar to be used.

Secondary Material: _____ Color _____
Third Material: _____ Color _____

Decorative Elements (wrought iron work, exterior balconies, columns, etc.):

Primary Material: _____ Color _____
Secondary Material: _____ Color _____
Third Material: _____ Color _____

Miscellaneous Elements:

Primary Material: _____ Color _____
Secondary Material: _____ Color _____
Third Material: _____ Color _____

Prior written approval is required of materials and colors. The completion of the above information may satisfy the requirement. If an on-site review is necessary, written approval of on-site samples is required.

ARC Approval:

Committee Member _____ Committee Member _____



EXHIBIT H

RESIDENTIAL SITE WORK APPROVAL

Once the preliminary house plans and site analysis plan have been approved through the ARC process and the fees have been paid, the ARC will authorize the Owner and the Builder to begin the following site work.

A. Phase I site work, per the approved Site Plan, must proceed in the following order and manner:

1. Veg fencing must be installed prior to any work. A construction veg fence consisting of t-posts and yellow rope must be installed along the street, along both sides of the driveway, along the front, side and rear NVP line. In the Golf Community only, the side veg fence may be installed 1' inside of the side property line between the front and rear Area of Disturbance line.
2. Silt fence is required to be installed per Design Guidelines and per local, State and Federal laws.
3. The drip line of all trees 6" and larger and other prominent vegetation are staked and protected.
4. Once the veg fence is in place around the AD and the 6" and larger trees, clearing of this area and the drive way may begin.

B. Once the final plans, submittals, staking of all improvements and **Phase I site work** are completed and approved, **Phase II site work** may begin. Failure to install/maintain the veg fence, silt fence and protect plants and trees prior to inspection and approval may result in a fine.

Phase II

1. If a culvert is required, it may be installed.
2. Grade work may be done in the Building Envelope or Area of Disturbance only.

C. After the above work is complete, the following **Phase III site work** must be installed, inspected and approved before residential construction may begin:

1. Port-a-potty
2. 75'lf of 3" and greater rock
3. The dumpster may be installed after the completion of the foundation but prior to the start of framing

Residential Construction – Written Approval

Once all of the above work is completed, the Builder must call for an inspection. Once inspected and approved, a letter of Construction Approval will be prepared and mailed to the Owner and Builder.

Fines may be assessed if work is started prior to written approval and if the property, veg fencing and trash pick-up are not maintained at an acceptable manner throughout construction and landscaping. Deposits (subject to fines) will be returned after final inspection of construction, landscaping and the completion of the Certificate of Compliance. Please refer to the Fines sections of the Design Guidelines.

These steps will be used for the construction start process in the Ranch and Golf Communities.

For additional information contact:

Mark Risner (830) 336-3501, ext. 136
Sara Garcia (830) 336-3501, ext. 108



EXHIBIT I

RESTORATION GUIDELINES

During the process of residential, swimming pool, landscaping or other improvement construction, a substantial area of disturbance often occurs on the homesite. One of the requirements of the landscaping process is restoring those areas that are disturbed, but not otherwise landscaped (for example, bed areas and lawn grass), back to the native grass character that existed before any construction began.

In order to restore and achieve the native character, the area will require an adequate amount of soil, seed, fertility and moisture in order to reestablish itself to an acceptable level, which is 80% established grass cover over all disturbed areas. As part of the landscape approval process your landscaper or engineer is required to submit a Restoration Plan for written approval. A method of restoration for your landscaper/engineer to consider is the following: apply a minimum of 2" of topsoil, the appropriate grass seed mix (stated below) and approximately ¼-½" of +/- 6 month old (or older/aged) fine cut cedar mulch over the entire area requiring restoration. Care must be taken to not put down too thick a layer of the cedar mulch that might inhibit seed germination. This method (Restoration Method A) may be considered for all areas disturbed that are relatively flat to slightly sloping (0 - +/- 6% slopes).

For areas with steeper slopes (greater than +/- 6%), consult with your landscaper or engineer to determine if the above method will hold up to heavy rainfall. In order to prevent the erosion of topsoil on to adjacent property or washing off the area of intended restoration, hydro-seeding with a blanket of "Flexterra" or its equivalent should be considered and may be required (Restoration Method B).

For steep areas where water concentration may occur, vegetation mats are encouraged and may be required in order to prevent erosion of topsoil and loss of seed (Restoration Method C). Due to varying site conditions, your landscaper, engineer or a landscape architect should be consulted so a method is chosen and approved that will result in restoration in the shortest amount of time and one that will prevent erosion.

In order for restoration to be complete and in compliance, the areas to be restored must be 80% established with the approved grasses. If at the time of inspection, the approved Restoration Plans and methods have been followed but 80% establishment has not been achieved, the ARC may return, subject to terms of the Landscape Deposit Agreement, the balance of the Deposit in full with the good faith understanding that the Owner will manage and monitor the restoration and add topsoil, seed and approved mulch as needed to achieve establishment within six months. Areas that require restoration will not be in compliance until restoration is completed, inspected and approved in writing. Once approved, the Landscape Compliance Letter will be issued.

Approved grasses and grass mix

Seed Mix

Cordillera's native seed mix is composed of: Blue Grama, Texas Panicum, Sideoats Grama, Little Bluestem, Green Sprangletop, Indiangrass, and Buffalograss. The application rate and timing of seeding are as follows:

Cordillera Native Seed Mix - grasses native to our area and found throughout the hill country

- Plant no less than 1.25 lbs. /1000 sq. ft. (approximately 86 lbs./acre)
- Planting can be done anytime of the year
- Full establishment may take a year or more

Nurse Grass - grass that germinates quickly (with moisture) and helps to stabilize the top soil will likely die back due to cold or hot temperatures. Not a permanent grass.

- German Foxtail Millet - (warm season grass)
 - o Plant at 5 lbs. /1000 sq. ft.
 - o Plant from mid-March through mid-September, subject seasonal conditions
- Annual Ryegrass (cool season grass)
 - o Plant at 5 lbs/1000 sq. ft.
 - o Plant from late September through early March

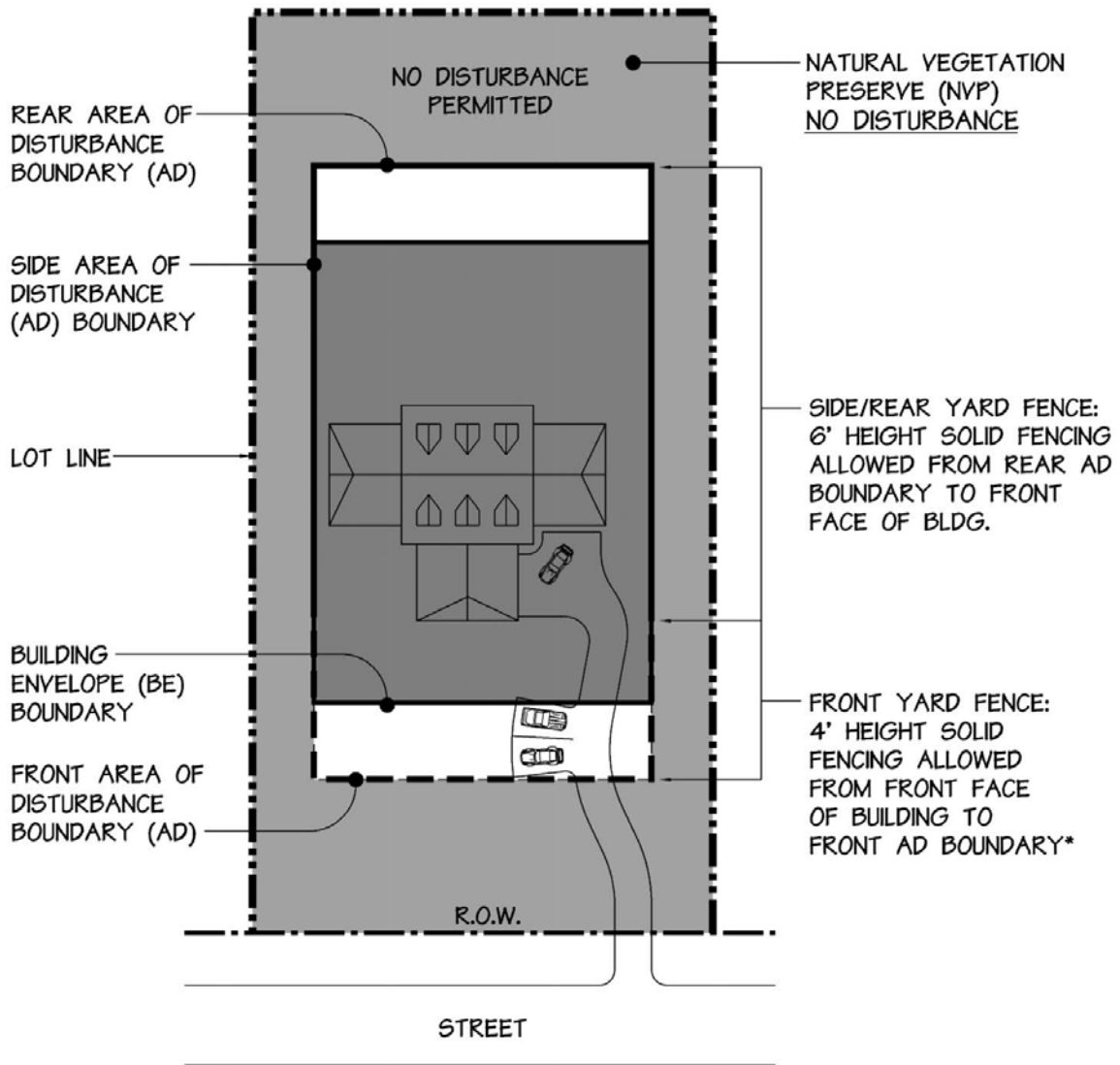
Gap Grass - native grass that fills the gap between the nurse grass and the native grasses, germinates readily and provides grass cover and stable soil conditions (with moisture) until the other native grasses mature. A second grass to be considered for a gap grass is Blue Grama.

- Green Sprangletop
 - o Plant at 1.0 lbs /1000 sq. ft.
 - o Plant with native mix, anytime of the year

The native seed mix can be purchased from the Bergheim General Store, ph. (830) 336-2112 or from King Seed in San Antonio, ph. (210) 661-4191. Ask for the “Cordillera Ranch Native Seed Mix”. The German Fox Tail Millet can also be purchased separately from Atkinson Seed in Comfort, ph. (830) 995-2186. Please contact Lenny Tomasini with Cordillera Ranch at (830) 336-3570 for questions. This seed can also be purchased from Lenny through Cordillera Ranch.

INTERIOR LOT FENCING

DIAGRAM E

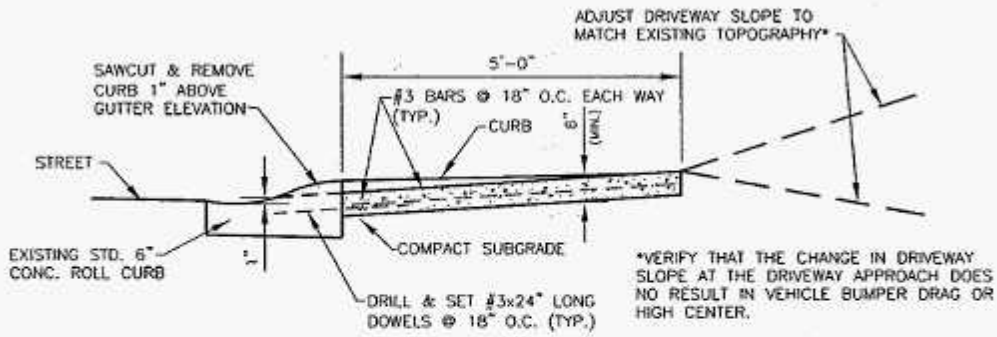


* FRONT FENCING LIMITED TO MOTOR COURT ENCLOSURES AND PATIOS/COURTYARDS

Scale: 1" = 50'

DIAGRAM H DRIVEWAY CUTS

DIAGRAM H



TYPICAL DRIVEWAY SECTION

- NOTES:
1. ALL DRIVEWAYS MUST BE INSPECTED BY CORDILLERA RANCH PERSONNEL AFTER FORMS & REINF. STEEL ARE IN PLACE AND PRIOR TO THE PLACEMENT OF CONCRETE. CORDILLERA RANCH WILL INSPECT ONLY FOR GENERAL CONFORMANCE AND IS NOT RESPONSIBLE FOR THE ACCURACY OF GRADES, ELEVATIONS, ETC.
 2. ALL CONC. TO BE 3,000 P.S.I. (MIN. 4.5 SACK MIX)
 3. ALL REINF. STEEL TO BE GRADE 60.
 4. IF THE EXISTING BASE MATERIAL BEHIND AND/OR UNDER THE EXIST. CONC. CURB AND GUTTER IS REMOVED, POUR MONOLITHICALLY WITH THE DRIVEWAY APPROACH.

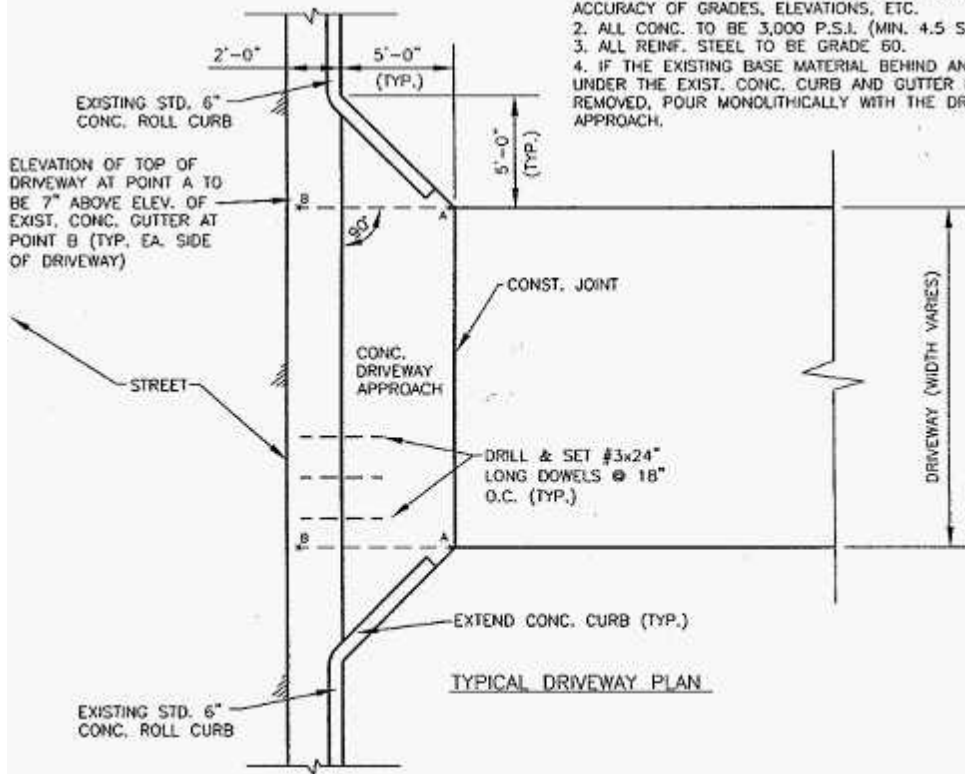
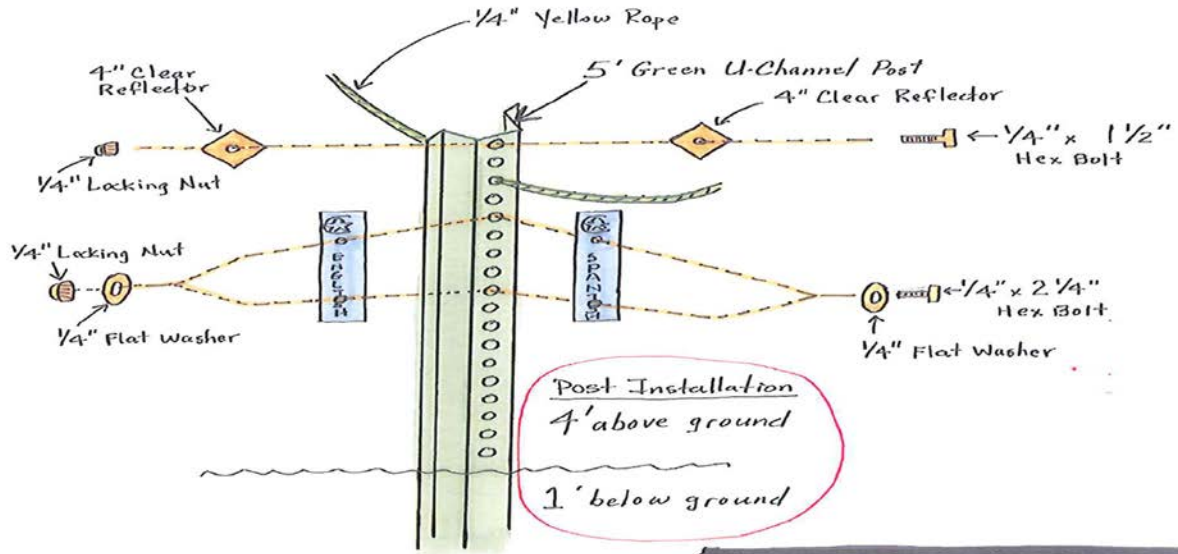


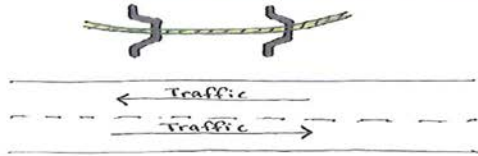
DIAGRAM I
STREET SIDE VEGETATION PROTECTION FENCING

Veg Fence Post/Attachments Orientation

Post with two reflectors, two no parking signs, & rope



* All posts are to be installed as follows. This will allow for all hardware to work properly.



Post with only one reflector & rope

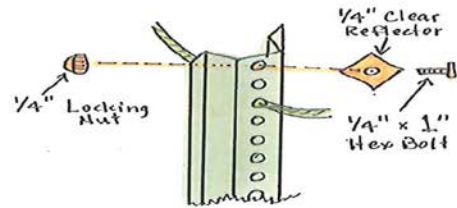


DIAGRAM I
STREET SIDE VEGETATION PROTECTION FENCING

