



**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS**

**ON AND FOR:**

**THE POINT SUBDIVISION**

**BURNET COUNTY TEXAS**

**September 30, 2021**

After Recording Please Return To:

Kari M. Schimpf  
c/o Aramcor Inc.  
2000 S. Interstate Hwy 35  
Ste Q11  
Round Rock, TX 78681-6942

## DECLARATION

The Declarant hereby declares that The Point Subdivision residential lots described within the Plat, and such phases or additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, mortgaged, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to hereinafter as "the Covenants") hereinafter set forth.

### ARTICLE I

#### CONCEPTS AND DEFINITIONS

The following words, when used in this Declaration or in any amended or supplementary Declaration (collectively "the Declaration," unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Public Real Estate Records of Burnet County, Texas which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

"Annual Assessment" shall have the meaning specified in Article V of the Declaration.

"Architectural Review Committee" (sometimes referred to as the "ARC") shall mean and refer to that particular committee which is described and explained within the By-Laws.

"Articles" shall mean and refer to the Articles of Incorporation (and any amendments thereto and restatements thereof) of the Association on file in the Office of the Secretary of State of the State of Texas, Austin, Texas.

"Assessable Property" shall mean and refer to each and every lot, parcel and tract within the entire Property which: (i) the Declarant has subjected to and imposed upon a set of restrictive covenants calling for, inter alia, the payment of an Annual Assessment to the Association, and; (ii) may have been or will be given a separately identifiable tax or parcel number by the Burnet County Appraisal District of Burnet County, Texas ("BCAD"), and (iii) is not designated as a portion of the Common Area or otherwise owned by the Association. The Declarant proposes to cause each Lot within the Property to constitute an Assessable Property, except for lots defined herein as Common Area.

"Association" shall mean and refer to the Prairie Point Property Owners Association Inc., a non-profit Texas corporation.

"Board" shall mean the Board of Directors of the Association.

"Burnet County Appraisal District of Burnet County, Texas" ("BCAD") shall mean and refer to the governmental and/or quasi-governmental agency established in accordance with Texas Property Tax Code Section 6.01, et seq., (and its successors and assigns as such law may be amended from time-to-time) or other similar statute which has, as one of its purposes and functions, the establishment of an

assessed valuation and/or fair market value for various lots, parcels and tracts of land in Burnet County, Texas.

“By-Laws” shall mean and refer to the By-Laws of the Association, as adapted and amended from time to time in accordance with the provisions of the Texas Non-Profit Corporation Act and the Declaration.

“Common Area” shall mean and refer to any and all areas of land owned by the Association, specifically that 23.32 acre parcel encompassing the Prairie Point Dr. right-of-way and the existing electric and gas line easements, and Lot 41, as designated on the Plat, together with any and all improvements that are now or that may hereafter be constructed thereon. The Declarant reserves the right to use, during the Development Period, portions of the Common Area for business matters directly and indirectly related to sale of lots in the Subdivision. One or more portions of the Common Area may from time to time be reasonably limited to private functions, and conversely, one or more portions of otherwise private property may be utilized for Association functions and activities. Declarant shall convey record title to some or all of the Common Area to the Association if, as and when deemed appropriate by Declarant, and Declarant shall at all times have and retain the right to effect minor redesigns or minor reconfigurations of the Common Area (particularly along the edges) and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

“Consumer Price Index” (“CPI”) shall mean and refer to the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor. In the event the compilation and/or publication of the CPI shall be substantially revised, transferred to any other governmental department or bureau or agency or shall be discontinued, then the index (or a substitute procedure which reasonably reflects and monitors fluctuations in consumer prices) most nearly the same as the CPI shall be used to make the calculations envisioned herein, or in the event no such alternative index exists or a dispute arises concerning the selection of such alternative index, the Board shall have the final right and power to select and/or formulate such an alternate index.

“Covenants” shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within the Declaration and By-Laws.

“Declarant” shall mean Prairie Pointe Estates Inc., a Texas corporation, having its principal office at 2000 S. Interstate Hwy 35, Suite Q11 Round Rock, TX 78681.

“Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions of The Point Subdivision made by Declarant.

“Deed” shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title or a leasehold interest or another legally recognized estate in a Lot.

“Design Guidelines” shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to most of the aspects of construction, placement location, alteration, maintenance and design of any improvements to or within the Property, and all amendments, bulletins, modifications, supplements and interpretations thereof.

“Developed Lot” shall mean any Lot that has had any Improvement made to it.

“Development Period” shall mean a period commencing on the date of the recording of the Declaration in the public real estate records of Burnet County, Texas and continuing thereafter until and ending the earlier to occur of: (i) substantial completion of all development within the Property, as determined by the Declarant; or (ii) the fifth (5<sup>th</sup>) anniversary of the date of recordation of the Declaration in the official public records of Burnet County, Texas.

“Dwelling Unit” shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family or a permitted family size group of persons.

“Fiscal Year” shall mean each twelve (12) month period commencing on January 1 and ending on the following December 31, unless the Board shall otherwise select an alternative twelve month period.

“Homebuilder” shall mean and refer to each entity and/or individual which: (i) is regularly engaged in the ordinary business of constructing residential dwellings on subdivision lots for sale to third-party homeowners as their intended primary residence; and (ii) has entered into a contract with the Declarant to purchase one or more Lots.

“Improvement” shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or structure, including but not limited to (a) adding or removing square footage area space to or from a Structure, (b) painting or repainting a Structure, (c) in any way altering the size, shape or physical appearance of any land or Structure, (d) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, or (e) any change in the grade of any Lot of more than twelve (12) inches from that existing at the time of initial approval by the Architectural Review Committee.

“Institutional Mortgage” shall mean and refer to any bona-fide mortgage lien or security interest held by a bank, trust company, insurance company, savings and loan association or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or their successors, or guaranteed or subsidized by the FHA and/or VA.

“Lot” shall mean and refer to each separately identifiable portion of the Assessable Property which is platted, filed and recorded in the office of the County Clerk of Burnet County, Texas and which is assessed by any one or more of the Taxing Authorities and which is not intended to be an “open space” or a portion of the Common Area.

“Member” as defined for purposes of this Declaration shall mean and refer to any Owner, except for a Member Not in Good Standing.

“Member Not in Good Standing” means an Owner that is then in default of any of their obligations to the Association or under the Covenants beyond any applicable notice and cure period or

appeal proceeding. A Member Not in Good Standing retains their membership interest in the Association, but their voting rights and certain privileges afforded to Members as defined are suspended.

“Outbuilding” means a Structure not connected by a continuous roof to a Dwelling Unit, such as, but not limited to, a cottage, enclosed shed, lean-to style shed, free-standing garage, greenhouse, carport (if permitted), cabana, pool house, bathhouse, barn, or, coop.

“Owner” shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot, whether or not such holder(s) actually reside(s) on any part of the Lot. Regardless of the manner in which title is held, there shall be only one Owner for each Lot, notwithstanding multiple natural persons who may constitute an Owner.

“Payment and Performance Lien” shall mean and refer to the lien described within Sections 8 and 9 of Article V of this Declaration.

“Plat” means the Plat of the Property and Subdivision recorded in Instrument No. 202116457 of the real property records of Burnet County, Texas.

“Property” means those certain tracts of land designated as Lots on the Plat.

“Resident” shall mean and refer to:

- (a) each Owner of the fee simple title to any Lot within the Property;
- (b) each person residing on any part of the Assessable Property who is a bona-fide lessee pursuant to a written lease agreement with an Owner; and
- (c) each individual lawfully domiciled in a Dwelling Unit other than an Owner or bona-fide lessee.

“Structure” shall mean and refer to:

- (a) any thing or device, other than trees, shrubbery (less than two feet high if in the form of a hedge) and landscaping (the placement of which upon any Lot shall not adversely affect the appearance of such Lot) including but not limited to any Dwelling Unit, Outbuilding, garage, porch, covered or uncovered patio, swimming pool, play apparatus, clothesline, fence, curbing, paving, wall or hedge more than two feet in height, signboard or other temporary or permanent living quarters or any temporary or permanent Improvement to any Lot; or
- (b) any enclosure or receptacle for the concealment, collection and/or disposition of refuse.

“Subdivision” shall mean and refer to The Point Subdivision, as shown on the Plat.

“Taxing Authorities” shall mean and refer to Burnet County, the Burnet Independent School District, and the State of Texas and any and all other governmental entities or agencies which have, or may in the future have, the power and authority to impose and collect ad valorem taxes on real property estates, in accordance with the Texas Constitution and applicable statutes and codes.

“Trustee” shall mean and refer to that certain individual(s) or entity(ies) designated or appointed from time to time and at any time by the Association to perform the duties and responsibilities described within Section 9 of Article V of the Declaration, and its successors and assigns.

“Undeveloped Lot” shall mean any Lot that has not had any Improvement made to it.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**2.01 Existing Property.** All Assessable Property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration within the Subdivision as shown on the Plat, together with the Common Area.

**2.02 Changes within and Additions to Existing Property.** Additional land(s) may become subject to this Declaration, or the general scheme envisioned by this Declaration, as follows: The Declarant may (without the joinder and consent of any person or entity) re-plat any Lot that has not been sold by Declarant and also to change the location of streets and easements; provided, however, that no change shall operate to deprive any then-Owner of reasonable access to his property.

## ARTICLE III

### ARCHITECTURAL REVIEW

**3.01 Approval Required.** No Structure or other Improvement of any kind or nature shall be erected, placed or altered on any Lot until all plans and specifications have been submitted to and approved in writing as applicable by the Declarant or the ARC, or a majority of its members, as to all standards set forth within the Declaration (and any amendments thereto).

**3.02 Applicable Approval Authorities.** During the Development Period, and through the time that seventy-five percent (75%) of the Lots have been sold by Declarant, review and approval of plans will be performed by Declarant. From and after the conclusion of the Development Period, and of the time that seventy-five percent (75%) of the Lots have been sold by Declarant, review and approval of plans will be performed by the Association through the ARC.

**3.03 Architectural Review Powers.** A. Declarant and the ARC are authorized and empowered to consider and review any and all aspects of construction, location and landscaping, which may, in the reasonable opinion of Declarant or the ARC, adversely affect the living enjoyment of one or more Owner(s) or Resident(s) or the general value of the Property. Declarant and the ARC shall have the right, power and authority to establish and prescribe architectural restrictions and guidelines pertaining to items and topics such as (but not necessarily limited to) the following submissions by an Owner requesting approval of any proposed Improvement:

(1) A site plan showing the "footprint" of the building, location of all existing trees (indicate size and type) and proposed improvements, including but not limited to, structures, patios, driveways, parking areas and structures, fences and walls.

- (2) Exterior elevations of all proposed buildings and structures.
- (3) A description and samples of exterior materials, colors, textures and shapes of all buildings and structures.
- (4) Landscape plans, which shall include walkways, fences, walls, details, elevation changes, irrigation and watering systems, vegetation and ground cover (indicating size, spacing and quantity), and the protection and preservation of trees and other existing and introduced vegetation.
- (5) Utility connections, including routing of electrical, gas, water, sanitary sewer, telephone cables and prewired CATV facilities.
- (6) Exterior illumination and location.
- (7) Dimensional floor plan of all enclosed spaces and any garages or parking facilities (particularly where the garages face the street).
- (8) Smoke detector locations.
- (9) Mailbox location and design.
- (10) Drainage solutions.

B. The ARC is permitted to consider technological advances and changes in design and materials and such comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the ARC.

3.04 Preliminary and Final Plan Submissions. A. The Declarant and the ARC are authorized and empowered to and shall consider, review and comment on preliminary plans submitted in duplicate on an informal basis to assist Owners, developers, homebuilders and prospective purchasers of the Lots in complying with these Covenants and to assist in the completion of any feasibility studies undertaken by such persons or entities. The Declarant and the ARC shall have the right, however, to prescribe reasonable limitations concerning the time, effort and expense likely to be involved in handling such matters on an informal basis. If the preliminary plans and specifications are approved by the ARC, the Owner or the Owner's designated representative will be so advised by letter. If found not to be in compliance with these Covenants, the Owner or the Owner's designated representative will be so advised by letter containing a reasonable statement and explanation of items found not to comply with these Covenants. If Declarant or the ARC fails to approve or disapprove such plans and specifications within thirty (30) days after the actual date on which the submission is received, approval of the matters submitted shall be presumed. Comments on and approvals of preliminary plans and specifications shall be binding upon the Declarant or the ARC provided that conforming final plans and specifications are submitted within ninety (90) days of such preliminary comments or approvals.

B. Final plans, specifications and surveys shall be submitted in duplicate to Declarant or the ARC for approval or disapproval. At such time as the plans, specifications and surveys meet the approval of the Declarant or the ARC, one complete set of plans, specifications and surveys will be retained by the ARC and the other complete set will be marked "Approved" and returned to the Lot Owner or his designated representative. If found not to be in compliance with these Covenants, one

set of such plans, specifications and surveys shall be returned marked "Disapproved," accompanied by a reasonable statement and explanation of items found not to comply with these Covenants. Any modification or change to the approved set of plans, specifications and surveys must again be submitted to the ARC for its inspection and approval. If the ARC fails to approve or disapprove such plans, specifications and surveys within thirty (30) days after the actual date on which the submission is received, then the ARC approval shall be presumed.

3.05 Limitations of Liability; No Representation or Warranty; Waiver of Claims. Neither Declarant, nor the Association, nor the ARC, nor the Board, nor the officers, directors, managers, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications and no publication of any Design Guidelines, architectural bulletins or lot information sheets shall be construed as representing or implying that such plans, specifications, guidelines, bulletins or sheets will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits plans or specifications, and every Owner of each and every Lot, agrees that he will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, remises and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

3.06 Inspection and Enforcement. After reasonable notice to the Owner (and any applicable Resident), any member or agent of the Declarant or ARC may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of the Declarant or ARC to confirm improvement or maintenance or alteration in compliance with the provisions hereof. No improvements or addition or change or alteration thereof shall be constructed, erected, placed, altered or maintained on any Lot which is in violation of any of the laws or ordinances of Burnet County, Texas or any other applicable governmental laws, rules or regulations. However, Declarant, the Association, the ARC and their respective officers, directors, managers, agents and employees shall have no obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

3.07 Reasonable Discretion. The Declarant and the ARC shall have the power to grant variances, waivers, tolerances or modifications of the standards set forth within the Covenants under circumstances and conditions deemed reasonable, appropriate and prudent.

## **ARTICLE IV**

### **USE OF LOTS IN THE SUBDIVISION; PROTECTIVE COVENANTS**

The Subdivision and all Assessable Property situated therein shall be constructed, developed, occupied and used as follows:



4.01 Residential Lots. All Lots comprising Assessable Property within the Subdivision shall be used, known and described as residential Lots, unless otherwise indicated on the Subdivision plat. Lots shall not be further subdivided and, except for the powers and privileges herein reserved by the Declarant, the boundaries between Lots shall not be relocated without the prior express written consent of the Declarant or the ARC. Except as otherwise provided elsewhere herein, no building or structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one (1) single-family dwelling and, if any, its customary and usual accessory structures (unless otherwise prohibited herein). Notwithstanding the foregoing, an Owner may assemble and own multiple Lots for the purpose of constructing one single family residence upon the assemblage of Lots. No building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted or maintained on such premises, or any part hereof, save and except those related to development, construction and sales purposes of a bona-fide homebuilder, the Declarant or the Association. A maximum of three out-buildings incidental to one Dwelling Unit may be constructed in conjunction with or in addition to the Dwelling Unit, of which one out-building may be used as living quarters for the Owner's guests or employees engaged on the premises; provided, however, any out-building may only have a maximum floor area of 750 square feet, and the exterior of any out-building shall correspond in color and motif to the Dwelling Unit, and shall be set back from the front parallel plane of the Dwelling Unit a minimum of 20 feet or the distance of setback established by local zoning regulations, if applicable, whichever is greater. No Owner or Resident shall conduct, transmit, permit or allow any type or kind of home business or home profession or hobby on any Lot or within any Dwelling Unit which would: (i) attract automobile, vehicular or pedestrian traffic to the Lot; (ii) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of any one or more of the Residents within the Subdivision. The restrictions on use herein contained shall be cumulative of, and in addition to, such restrictions on usage as may from time to time be applicable under and pursuant to the statutes, rules, regulations and ordinances of Burnet County, Texas or any other governmental authority having jurisdiction over the Subdivision.

4.02 Minimum Floor Space; Alarms. Each one (1) story dwelling constructed on any Lot shall contain a minimum square footage of air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling) of 1,800 square feet total for each Dwelling Unit; each two (2) story dwelling constructed on any Lot shall contain a minimum square footage of air-conditioned floor area (exclusive of all porches, garages or breezeways attached to the main dwelling) of 2,200 square feet total for each Dwelling Unit. The Design Guidelines and/or the ARC may require that the construction plans and specifications for each residential dwelling include provisions for the installation and equipment of fire and burglar alarms, smoke detectors and such other safety and security devices which, from time to time, become technologically feasible for residential use as may be further described and defined by the Architectural Review Committee.

4.03 Preferred Architectural Motifs. The Design Guidelines as initially adopted shall encourage (but not require) Owners to construct Dwelling Units that express architectural styles and motifs compatible with either traditional or contemporary "Texas Hill Country" or "Farmhouse" exterior sensibilities. In the event a points scoring system is adopted by either Declarant or the ARC for purposes of plan review, Dwelling Units in shape and exterior materials that reference a sense of place consistent with the history and architectural evolution of Central Texas and the Highland Lakes area from pioneer days to the present will be given a higher value. Less compatible architectural styles, such as by means of example only, New England Colonial, Southwest Pueblo or Mid-Century Californian, while not prohibited, are discouraged.

4.04 Exterior Surfaces. All roofs shall be constructed of wood shingle, wood shake, slate, tile, metal, composition shingles, built-up roof or other materials approved by the Architectural Review Committee taking into account harmony, conformity, color, appearance, quality and similar considerations. The exterior surface of all residential dwellings shall be constructed of stone, brick, stucco-type material, log, metal, and/or hardie-type material or other materials approved by the Architectural Review Committee; provided, however, that a minimum of 30% of the vertical exterior of the Dwelling Unit shall be constructed with or have a veneer of brick, stone, or stucco-type material, unless; the Dwelling Unit is a log house constructed with un-veneered logs a minimum of six inches in diameter, then a minimum of 15% of the vertical exterior of the Dwelling Unit shall be constructed with or have a veneer of brick, stone, or stucco-type material. The Architectural Review Committee is specifically authorized to require a continuous, uniform surface with respect to the elevations of all Improvements which face roadways. Installation of all types of exterior items and surfaces such as address numbers or external ornamentation, outdoor illumination, lights, mail chutes, exterior paint or stain and the like shall be subject to the prior approval of Declarant or the Architectural Review Committee. Each Owner shall keep and maintain the quality and appearance of all exterior surfaces, particularly those areas covered by an approved paint or stain, in good repair, condition and appearance.

4.05 Garages; Parking. Each Dwelling Unit shall provide garage space for a minimum of two (2) conventional automobiles, unless otherwise specifically approved by the Declarant or the ARC. All equipment and vehicles including, but not limited to, cars, trucks, recreational vehicles, motor homes, buses, boats, personal water craft, mowers, hedge hogs, and trailers must be stored either: i) in a garage attached to the Dwelling Unit, ii) in the out-buildings allowed within this Declaration., or iii) behind a Dwelling Unit or out-building, and not visible from any street in the Subdivision. Garage doors should be kept closed when the garage not in use. Carports are not encouraged but may be permitted under limited rigid circumstances if, as and when, in the absolute opinion of the Declarant or the Architectural Review Committee, the exterior surface and appearance will substantially compare with a garage and if absolutely no storage of items, which would otherwise be visible, will occur thereunder. Any and all proposed garage or carport plans and specifications must be submitted to the Declarant or the Architectural Review Committee for review and approval. Each Owner and Resident shall use their respective best efforts to refrain from:

(a) habitually parking any automobile or vehicle on any Lot outside of an approved garage area between any Dwelling Unit and the abutting front street or between any Dwelling Unit and an abutting side street;

(b) performing, permitting or allowing repair or maintenance work to any automobile or other vehicle outside the garage and visible to the abutting street(s); or

(c) parking, permitting or allowing any automobile or other vehicle to be parked on a non-paved portion of any Lot visible from any roadway right-of-way. Exception: If water and septic have been installed on a Lot, it is permissible to have one (1) recreational vehicle located behind the construction of a Dwelling Unit on that Lot, used only as a temporary residence for up to 12 months while such Dwelling Unit is being constructed on said Lot.

4.06 Setback Requirements. A. The Dwelling Unit shall be set back from any platted roadway right-of-way a minimum of 50 feet or the distance of setback established by local zoning regulations, if applicable, whichever is greater. Additionally, the Dwelling Unit shall be set back from side Lot lines and back Lot lines a minimum of 50 feet or the distance of setback established by local zoning regulations, if applicable, unless the Dwelling Unit is constructed upon multiple Lots assembled

and owned by one Owner, then the Dwelling Unit shall be set back from exterior side Lot lines adjoining a Lot owned by another Owner a minimum of 50 feet or the distance of setback established by local zoning regulations, if applicable, whichever is greater, and shall be set back from the back Lot line the distance of setback established by local zoning regulations, if applicable, or as approved by the Declarant or the ARC. In no event shall any Outbuilding be placed within 25 feet of a Lot not owned by the Owner, unless the adjoining owner waives this requirement in a written instrument made of record in Burnet County Official Records and consented to by all holders of liens against the consenting Lot.

B. In order to allow flexibility for: (i) implementation of state-of-the-art construction designs, and (ii) any consolidation of two (2) or more Lots to accommodate the construction of a lesser number of dwellings thereon, the Architectural Review Committee shall also have the authority to develop and refine rear and side yard setback requirements.

C. Within the setback areas for each Lot and subject to the construction or installation of any other items otherwise permitted, a non-exclusive surface easement and right-of-way is reserved for the Association in order to properly facilitate and carry out its duties and responsibilities under this Declaration. Additional and/or subsequent setback requirements may be prescribed within the Design Guidelines.

4.07 Height Limitations; Elevations. No building or structure on any Lot shall exceed the height limit specified by the Design Guidelines or the ARC. In order to create a desired architectural appearance and mix of one (1) and two (2) story structure heights, the Architectural Review Committee may prescribe inter-related height and setback requirements. The Architectural Review Committee shall have the power and authority to further develop and refine the Design Guidelines and interpretations concerning the height concepts and limitations envisioned herein.

4.08 Fences; Signs. A. No fence, wall or hedge (which serves as a barrier) shall be erected, placed or altered by an Owner on any roadway, right-of-way, or other Common Area, or nearer to any street than the minimum fence or wall setback line as established by the Design Guidelines or as otherwise approved by the Architectural Review Committee. No fence, wall or hedge which is not in strict conformance to the Design Guidelines shall be erected, placed or altered on any residential Lot without the approval of the Architectural Review Committee. Perimeter fencing of an Owner's Lot(s) shall not be required unless the Owner keeps horses or bovine. Perimeter fences of an Owner's Lot or Lots that fall between the street and the front parallel plane of the Dwelling Unit shall be constructed of pipe and cable, pipe, pipe and sucker rod, brick, block, concrete, wooden rail, or any combination thereof, and shall be of good quality and construction. Perimeter fences of an Owner's Lot(s) that do not fall between the street and the front parallel plane of the Dwelling Unit may also be constructed of caging wire, woven wire, or penning panels. All perimeter fencing shall be of good quality and construction, in strict conformance to the Design Guidelines, and, if required, effective in keeping horses or bovine confined within it. If not in strict conformance to the Design Guidelines, it shall be approved by the Declarant or the Architectural Review Committee.

B. All exterior mechanical or service equipment must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street.

C. Two single internal fences may be constructed, regardless of configuration, to provide a pasturing area for horses or bovine and to prevent buildings and landscaping shrubs, trees and grasses from damage due to grazing.

D. No sign or signs shall be displayed to the public view on any Assessable Property, except:

(1) any builder, during the applicable initial construction and sales period, may utilize one professional sign of not more than eight (8) square feet in size per Lot for advertising and sales purposes;

(2) thereafter, a dignified "For Sale" or "For Lease" sign of not more than eight (8) square feet in size may be utilized by the Owner of the respective residential Lot for the applicable sale or lease situation; and

(3) no more than four signs at any one time regarding candidates for public office or election referenda, such signs not to exceed 24 square feet in total, to be erected not earlier than 90 days prior to the election and removed not later than five days after the election.

The Declarant and/or the ARC shall have the right and privilege to develop and implement uniform signage specifications and requirements applicable throughout the Subdivision.

4.09 Easements, Utilities. A. Easements, including rights of ingress and egress, for the installation, operation, repair and maintenance of utilities and drainage facilities are reserved as shown on the Plat. For purposes of this Section 4.09, the term "utility" or "utilities" includes any provider of electrical power, CATV, telephone, internet or similar services, but excluding service provided by satellite or other wireless connection. Utility service may be installed along or near the front and/or side and/or rear Lot lines. During the Development Period Declarant, and thereafter the ARC, shall have the task and responsibility of determining the specific location of all such utilities.

B. Except as may be otherwise permitted by the Design Guidelines or the ARC (e.g. fencing, flatwork, landscaping, etc.), no Owner shall erect, construct or permit any obstructions or permanent improvements of any type or kind to exist within any easement area, nor shall anything be done or permitted within an easement area which would restrict or adversely affect drainage or the ability of installation or maintenance workers, employees or contractors of the respective utilities or agents or employees of the Association to access the easement.

C. Any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the Association's maintenance fund. The Association is not responsible for any damage caused by any utility with which an Owner or Resident has a contractual relationship apart from the grant of easement rights.

D. Electric service of the type known as 120/240 volt, single phase, 3 wire, 60 cycle, alternating current has been made available to the Lot and each Owner acknowledges for himself, his heirs, executors, administrators, successors and assigns, that electric service of any character other than that hereinabove described will not be available except at added cost to such Owner and in accordance with the rules and regulations for electric service of the subject electric utility company; and

E. Each Owner agrees for himself, his heirs, executors, administrators, successors and assigns, that he will, at his own expense, install and maintain the necessary underground facilities to connect the Owner's installation with the service wires of the subject utility at the point of its demarcation or

delivery. Notwithstanding the foregoing, if the service wires of the utility run along a side or rear Lot line, an underground connection is not required.

F. Each Owner shall assume full and complete responsibility for all costs and expenses arising out of or related to the repair, replacement or restoration of any utility equipment damaged or destroyed as a result of the negligence or mischief of any Resident or the Owner. Each Owner agrees to provide, at the sole cost and expense of each Owner, such land and equipment and apparatus as are necessary and appropriate to install and maintain additional lighting and security-related measures which becomes technologically provident in the future.

4.10 Temporary Structures and Vehicles. A. No temporary structure of any kind shall be erected or placed upon any Lot. Temporary structures shall include, but not belimited to, any garage, employee's house or other improvement erected more than one hundred twenty (120) days prior to the completion of the main portion of the single-family dwelling. However, upon receiving the prior, express written approval of the Declarant or Architectural Review Committee, any bona-fide homebuilder may maintain temporary sales or construction offices provided such sales or construction offices are removed within sixty (60) days after completion of sales or construction.

B. Any truck (over 3/4 ton and excluding conventional pickups) bus, boat, boat trailer, trailer, mobile home, golf cart, motorcycle, recreational vehicle, camper and any vehicle other than a conventional automobile shall, if brought within the Subdivision by or on behalf of any Owner, Member or Resident, be stored, placed or parked within the enclosed garage on the appropriate Lot unless otherwise directed by the Architectural Review Committee.

C. Mobile homes, modular homes or any manufactured home that can be transported to the site in its entirety or transported to the site in any manner of sub-assembly are not permitted within the Subdivision.

4.11 Site Maintenance Garbage and Trash Collection. A. Owners are responsible to keep construction sites free of rubbish on a daily basis and streets (to the crown) scraped clear of any mud accumulation. Owners will not be allowed to store any excavation of soil on streets or adjacent sites. Soil runoff due to rain or irrigation will be removed promptly from streets and sidewalks by the Owner.

B. All garbage shall be kept in plastic bags or othersanitary containers required by Burnet County, Texas. Each Owner and Resident shall observe and comply with any and all regulations or requirements promulgated by the Association and/or Burnet County, Texas in connection with the storage and removal of trash and garbage, particularly where the collection point is in front of the residential Dwelling Units. All Lots within the Subdivision shall be kept by the Owner of each Lot free from trash, refuse, debris, garbage, inoperable vehicles, and equipment; furthermore, all building perimeters and fence lines shall be kept free of tall grasses, brush and undergrowth. All trash, garbage, or other debris shall not be visible from any street except for times of pickup. No outdoor clothes lines shall be permitted.

C. No residential Lot, or any portion of the Common Area or any public right-of-way area, shall be used or maintained as a dumping ground for rubbish, trash or garbage. No Owner or Resident shall dump grass clippings, landscape debris, garbage or trash of any kind on another Lot. Each Owner is responsible for the appearance and condition of such Owner's Lot. The Association, and its agents, during normal business hours, shall have the right (after 30 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be

taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner) to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violations(s) or breach(es). The cost of such remedy or abatement, which shall be based on actual expenses incurred and/or flat fee(s) (which may be set at any time and subsequently changed from time to time without notice) ultimately determined by the Association, will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the Payment and Performance Lien for assessment set forth in these Covenants.

4.12 Offensive Activities; Pets; Pens. A. No noxious or offensive activity or pollution emitting sight/sound/smell, as determined by the Declarant or the ARC, shall be conducted or permitted on any portion of the Property. No direct sales activities (excluding, however, activities of the Declarant and bona-fide homebuilders and community activities specifically approved by the Board), garage sales, yard sales, patio sales, flea markets, bazaars, sample sales, promotional dinner parties or similar activities shall be conducted on any portion of the Subdivision.

B. Any noise or odor emitted by, and any discharge or waste from, any animal (including without limitation horses, bovine, dogs, cats and birds) which can be seen, heard or smelled outside the perimeter of the subject Owner's (or Member's or Resident's) Lot shall be deemed noxious and offensive and is therefore prohibited.

C. An Owner is allowed to have only animals on the premises as detailed and restricted below and any animal not included below is prohibited; additionally, any breeding of any animal other than horses for commercial purposes is strictly prohibited:

(1) Dogs, house cats, birds isolated to cages within the Dwelling Unit, fish and other animals isolated to tanks within the Dwelling Unit including, but not limited to, turtles, snakes, mice, guinea pigs, and lizards are allowed to be kept.

(2) Horses (for purposes of the Declaration the term "horses" shall include donkeys and mules) may be kept by an Owner, however, the maximum number of horses kept cannot exceed the lesser of (a) the number of Residents in the Owner's immediate family or (b) two horses for each Lot, and shall be owned by the Owner of the Lot or Lots for his and his immediate family's enjoyment. Boarding of another person's horses is prohibited, except during breeding periods and then only for a duration necessary to ensure breeding has been accomplished.

(3) Bovine shall be defined to mean heifers, cows, steers and bulls, and can only be kept by an Owner for one year and can be fed out for family use or can be used as a 4-H or FFA project by the Owner's child. The maximum number of bovine kept, if fed out for family use, shall be one. If kept as a 4-H or FFA project, the number of bovine can only equal the maximum number of children initiating a bovine 4-H or FFA project. Additionally, upon completion of all 4-H or FFA showings of the bovine, the bovine shall no longer be kept by the Owner on his Lot or Lots within the Subdivision.

(4) A maximum of four (4) dogs may be kept by an Owner (whether the Owner owns one or more Lots) provided they are not noxious, offensive, vicious or otherwise dangerous.

Commercial kenneling and/or breeding of dogs is prohibited within the Subdivision. All dogs must be confined to the Owner's Lot(s) unless in the Common Area on a leash or otherwise under control.

(5) Cats shall be defined to mean traditionally domesticated house cats of any variety, however, cats shall not be defined to include any exotic cat, including, but not limited to: Bobcat, Lynx, Ocelot, Panther, Puma, Mountain Lion, Jaguar, Cheetah, Tiger or Lion. The maximum number of cats kept can only equal the number of persons in the Owner's immediate family, and all cats shall be confined within the Dwelling Unit, unless such kept house cats have been spayed or neutered, in which event cats shall be confined to the Owner's Lot and not permitted to freely roam.

D. A maximum number of five animal pens or corrals may be constructed, however, they shall be set back a minimum of 60 feet from the front parallel plane of the Dwelling Unit, or 150 feet from any platted roadway right-of-way, or the distance of setback established by local zoning regulations, if applicable, whichever of these is greater, and shall be shielded from view of any roadway right-of-way by landscaping or fencing.

E. Any outside pen, cage, kennel, shelter, concrete pet pad, run, track or other building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner must be approved by the Declarant or the Architectural Review Committee in its sole and absolute discretion. Each and every dog, cat or other household pet, if not kept and confined within an enclosed non-visible portion of the Owner's/Resident's/Member's Lot, must be leashed and accompanied by its corresponding Owner/Resident/Member, particularly when traveling beyond the perimeter of the Owner's/Resident's/Member's Lot, and such Owner/Resident/Member shall promptly clean and remove the discharge and waste of any pet.

4.13 Landscaping; Maintenance. A. Construction of each and every residential dwelling within the Properties shall include the installation and placement of appropriate landscaping. Each Owner shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep and maintain their Lot, and all improvements therein and thereon, in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include (without limitation):

- (1) the proper seeding, consistent watering and mowing of all lawns;
- (2) the pruning and cutting of all trees and shrubbery; prompt removal of all litter, trash, refuse and waste; watering of all landscape;
- (3) keeping exterior lighting and mechanical facilities in working order;
- (4) keeping lawn and garden areas alive, free of weeds and attractive; and
- (5) keeping driveways in good repair and condition; promptly repairing any exterior damage; complying with all governmental health and police requirements,

all in a manner and with such frequency as is consistent with aesthetics, safety and good property management. The Association, and its agents, during normal business hours, shall have the right (after 30 days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of this covenant and the action required to be taken, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner) to enter on the subject premises (without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any person or entity) and to take the action(s) specified in the notice to remedy or abate said violations(s) or breach(es). The cost of such remedy or abatement will be paid to the Association upon demand and if not paid within thirty (30) days thereof, shall become a lien upon the Lot affected. The lien provided under this section will constitute a lien retained against such property with the same force and effect as the Payment and

Performance Lien for assessment set forth in these Covenants. Any landscaping utilized by an Owner shall not encourage or allow erosion, direct or redirect storm water runoff from its natural flow onto another Owner's Lot, nor hinder or obstruct another Owner's natural scenic view from his Lot.

B. An Owner may cultivate a fruit and vegetable garden and/or fruit or nut trees; however, the produce from the garden or the trees should be intended primarily for consumption by the Owner and other Residents, with any incidental sales to the public conducted outside the Subdivision except as permitted by the Association. Any such garden shall be set back from the front parallel plane of the Dwelling Unit a minimum of 5 degrees, and shall be shielded from view of any platted street by landscaping or fencing. There is no restriction on the planting of trees.

4.14 Common Area Maintenance. The Association will have primary responsibility for maintenance of the Common Areas and utility easements not across a Lot in a manner determined by the Board in its discretion. The Association shall have the right, privilege, duty and responsibility to reasonably maintain and care for any and all signs, monuments, landscaping and the like installed or placed on any "sign easement area" depicted within the Subdivision Plat. Generally, the maintenance standards for the Common Area should not be lesser or of lower quality than those required by the Association of Owners, taking into account visibility and use of the respective Common areas.

4.15 Flammable Materials. Wood intended for use in fireplaces and wood stoves in volume in excess of one cord shall be cut and split and when stored, shall be shielded from view of any platted street by a building or landscaping. Petroleum liquids including, but not limited to gasoline, diesel, hydraulic fluid, transmission fluid, gear oil; gas cylinders containing propane, butane or any other nonflammable compressed gas, including oxygen and acetylene; herbicides; and pesticides, shall be stored in government approved containers and shall be shielded from sight.

## ARTICLE V

### COVENANTS FOR ASSESSMENT

**TEXAS LAW REGARDING ASSESSMENTS AND ENFORCEMENT ACTIONS BY PROPERTY OWNERS ASSOCIATIONS IS SUBJECT TO CHANGE. TO THE EXTENT ANY PROVISION OF THE BY-LAWS OR ANY COVENANT OF THE DECLARATION AS MAY BE INCORPORATED HEREIN IS CONTRARY TO OR UNENFORCEABLE BY REASON OF ANY LAW OR GOVERNMENTAL RULING, REGULATION OR DECISION, SUCH TERMS OR CONDITIONS SHALL BE DEEMED TO BE SEVERED FROM THE DECLARATION OR THE BY-LAWS, AND THE ILLEGALITY OR UNENFORCEABILITY THEREOF SHALL NOT IN ANY MANNER AFFECT OR IMPAIR ANY OTHER TERMS OR CONDITIONS OF THE DELCARATION OR THE BY-LAWS. BOARD MEMBERS AND OTHER USERS OF THE DECLARATION AND BY-LAWS SHOULD CONSULT WITH LEGAL COUNSEL PRIOR TO ENFORCING ANY NON-JUDICIAL SALE RIGHTS PROVIDED BY THE DECLARATION OR THE BY-LAWS.**

5.01 Creation of the Lien and Personal Obligation of Assessments. A. Declarant, for each Lot owned by it within The Point Subdivision, hereby covenants and agrees, and each subsequent Owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree (and such covenant and agreement



shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot so as to have affected the purchase price) to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

- (1) regular Annual Assessments;
- (2) special group assessments for capital improvements or unusual or emergency matters, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (3) special individual assessments levied against individual Owners to reimburse the Association for extra or unusual costs incurred for items such as (but not limited to): maintenance and repairs to portions of the Property caused by the willful or negligent acts of the individual Owner, Member or Resident; the remedy, cure or minimizing of problems caused by, or as a result of, violations of these Covenants by an Owner, Member or Resident;
- (4) user fees, if and to the extent properly adopted by the Board, assessed to defray in whole or in part the cost of maintaining the Equestrian Trails, Equestrian Arena and other Common Area elements as determined by the Board; and
- (5) individual assessments and fines levied against an individual Owner, Member or Resident for violations of rules and regulations pertaining to the Association and/or the Common Area.

B. The regular, special group, special individual, user fees, and individual assessments, together with such late charges, interest and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then-existing Owner, Member and Resident of such Lot at the time when the assessment fell due. Each Owner of each Lot shall be directly liable and responsible to the Association for the acts, conduct and omission of each and every Member and Resident associated with the Dwelling Unit(s) on such Owner's Lot.

5.02 Purposes of Assessments. The assessments levied by the Association shall be used for the purposes of promoting the comfort, health, recreation, safety, convenience, welfare and quality of life of the Residents of the Property and in supplementing some services and facilities normally provided by or associated with governmental or quasi-governmental entities, and otherwise for the improvement and maintenance of the private entry and road, equestrian trails, recreational and equestrian areas and other Property, services and facilities devoted and related to the use and enjoyment of the Common Area and operation of the Association, including, but not limited to or for: the payment of taxes on the Common Area and insurance in connection with the Common Area; the payment for utilities and the repair, replacement and additions of various items within the Common Area; paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Area; carrying out the duties of the Board of the Association; carrying out the other various matters set forth or envisioned herein or in any Declaration related hereto; and for any matter or thing designated by Burnet County, Texas, if applicable, in connection with any zoning, subdivision, platting, building, development or occupancy requirements. The items and areas described above are not intended to be exhaustive but merely illustrative.

5.03 Basis and Amount of Annual Assessments. Until and unless otherwise determined by the Board, the initial Annual Assessment for each Fiscal Year shall be \$500 per Developed Lot and \$250 per Undeveloped Lot. Changes to the Annual Assessments made be made by the Association's Board of Directors or by the Members in accordance with the requirements pertaining to such actions as set forth the By-Laws. The determination of whether a Lot is "Developed" or "Undeveloped" shall be made by the Board in accordance with the By-Laws; provided, however, all Lots purchased directly from Declarant shall be deemed "Undeveloped" at the time of Closing, unless improved with a Dwelling Unit.

5.04 Special Group Assessments. In addition to the regular Annual Assessment authorized by Section 5.03 hereof, the Association may levy in any Fiscal Year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including any necessary fixtures and personal property related thereto or for any unusual or emergency purpose(s) (including without limitation those matters arising out of litigation and/or judgments); provided that any such assessment(s) shall conform with the requirements for special group assessments as set forth in the By-Laws.

5.05 Rate of Assessments. Both regular and special group assessments must be fixed at a uniform rate for each class of Assessable Property (Developed or Undeveloped), except as otherwise provided in the By-Laws. Only Assessable Property is subject to assessments, except that the rate of assessment owned by Declarant shall be zero during the time of such ownership.

5.06 Date of Commencement of Assessments; Due Dates. A. Upon initial purchase of Lot(s) from Declarant, Owner will pay, at closing, a daily prorated assessment (initially \$0.69 per day per Lot) to the Association for each day remaining in the calendar year in which such closing occurs.

B. After that first prorated assessment, the Annual Assessment shall be due and payable in full, in advance, on the first day of each Fiscal Year following the close of the sale of each Lot in The Point Subdivision and shall, if not automatically paid within thirty consecutive calendar days thereafter, automatically become delinquent. The failure by the Board to provide an invoice or other notice shall not relieve any Owner of the legal obligation to pay any Assessment established in this Declaration or duly enacted by the Board in accordance with the By-Laws.

5.07 Powers and Duties of the Board with Respect to Assessments.

A. In the event of a revision to the amount or rate of the Annual Assessment, or establishment of a special group assessment, the Board, subject to any required vote of the Members, shall fix the amount of the assessment against each Lot, the applicable due date(s) for each assessment, and actually or constructively furnish written notice of the applicable assessment to every Owner subject thereto on a reasonable efforts basis in accordance with procedures set forth in the By-Laws.

B. The Board may (but is not required to), however, prescribe time-price differential payment schedules which would permit the collection of an amount greater than the Annual Assessment on a semi-annual, quarterly or monthly basis provided that the creditworthiness of the Owner was acceptable to the Board and the inconvenience to the staff of the Association for additional invoicing and collection efforts was minimized or eliminated. The Board may further prescribe: (a) procedures for collecting advance regular Annual Assessments from new Owners, Members or Residents out of

"closing transactions"; and (b) different procedures for collecting assessments from Owners who have had a recent history of being untimely in the payment(s) of assessments .

C. The Board shall, upon reasonable demand, furnish to any Owner originally liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

5.08 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, and Remedies of Association.

A. Effective as of, and from and after the filing and recordation of this Declaration, there shall exist a self-executing and continuing contract Payment and Performance Lien and equitable charge on each Lot to secure the full and timely payment of each and all assessments and all other charges and monetary amounts and performance obligations due hereunder. Such lien shall be at all times superior to any claim of homestead by or in any Owner. If any assessment, charge or fine or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment, charge or fine shall (after the passage of any stated grace period) be considered delinquent and shall, together with any late charge and interest thereon at the highest lawful rate of interest per annum and costs of collection thereof, become a continuing debt secured by the self-executing Payment and Performance Lien on the Lot of the non-paying Owner/Member/Resident which shall bind such Lot in the hands of the Owner and Owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns. The Association shall have the right to reject partial payments of an unpaid assessment or other monetary obligation and demand the full payment thereof. The personal obligation of the then-existing Owner to pay such assessment, however, shall remain the Owner's personal obligation and shall not pass to Owner's successors in title unless expressly assumed by them. However, the lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for any assessment provided herein by non-use of the Common Area or abandonment of the Lot. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner;

B. The Association may also give written notification to the holder(s) of any mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment, charge or fine, particularly where the Association has theretofore been furnished in writing with the correct name and address of the holder(s) of such mortgage, a reasonable supply of self-addressed postage prepaid envelopes, and a written request to receive such notification.

C. If any assessment, charge or fine or part thereof is not paid when due, the Association shall have the right and option to impose a late charge (but only to the extent permitted by applicable law) to cover the additional administrative costs involved in handling the account and/or to reflect any time-price differential assessment schedule adopted by the Association. The unpaid amount of any such delinquent assessment, charge or fine shall bear interest from and after the date when due at the highest

lawful rate of interest per annum until fully paid. The Association may, at its election, retain the services of an attorney to review, monitor and/or collect unpaid assessments, charges, fines and delinquent accounts, and there shall also be added to the amount of any unpaid assessment, charge, fine or any delinquent account any and all attorneys' fees and other costs of collection incurred by the Association;

D. The Association may, at its discretion but subject to all applicable debt collection statutes: (i) prepare and file a lien affidavit in the public records of Burnet County, Texas which specifically identifies the unpaid assessments, charges or fines; and (ii) publish and post, within one or more locations within the Property, a list of those individuals or entities who are delinquent and, if applicable, their suspended use and enjoyment of the Common Area until and unless the delinquency has been cured to the reasonable satisfaction of the Association. Each Owner consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association;

E. All agreements between any Owner and the Association and/or Declarant, whether now existing or hereafter arising and whether written or oral and whether implied or otherwise, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Association and/or Declarant or for the payment or performance of any covenant or obligation contained herein or in any other document exceed the maximum amount permissible under applicable law.

F. If from any circumstance whatsoever fulfillment of any provision hereof or of such other document at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the Association and/or Declarant should ever receive an amount deemed interest by applicable law which shall exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the actual base assessment amount or principal amount owing hereunder and other indebtedness of the Owner to the Association and/or Declarant and not to the payment of interest. If such excessive interest exceeds the unpaid balance of the actual Annual Assessment hereof and such other indebtedness, the excess shall be refunded to Owner. All sums paid or agreed to be paid by any Owner for the use, forbearance or detention of any indebtedness to the Association and/or Declarant shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the interest charged, collected or received on account of such indebtedness is never more than the maximum amount permitted by applicable law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between any Owner and the Association and/or Declarant.

5.09 Power of Sale. A. The lien described within the preceding Section is and shall be a contract Payment and Performance Lien. Each Owner, for the purpose of better securing each and all monetary obligations described within these Covenants, and in consideration of the benefits received and to be received by virtue of the ownership of real estate within The Point Subdivision, has granted, sold and conveyed and by these covenants does grant, sell and convey unto the Trustee, such Owner's Lot. To have and to hold such Lot, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to its substitutes or successors, forever. And each Owner does hereby bind himself and/or herself, their heirs, executors, administrators and assigns to warrant and forever defend the Lot unto the said Trustee, its substitutes or successors and assigns, forever, against the claim, or claims of all persons claiming or to claim the same or any part thereof.

B. This conveyance is made in trust to secure payment of each and all assessments and other obligations prescribed by these Covenants to and for the benefit of the Association as the Beneficiary. In the event of default in the payment of any obligation hereby secured, in accordance with the terms thereof, then and in such event, Beneficiary may elect to declare the entire indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured due and payable (subject, however, to the notice and cure provisions set forth in the Texas Property Code), and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or its successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the Lot then subject to the lien hereof, and mailing and filing notices as required by the Texas Property Code, the Trustee shall sell the Lot, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Lot as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding upon the Owner, his heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a reasonable commission to itself, which commission shall be due and owing in addition to the attorney's fees provided for, and then to Beneficiary the full amount of principal, interest, attorney's fees and other charges due and unpaid on said indebtedness secured hereby, rendering the balance of the sales price, if any, to the Owner, his heirs or assigns and/or to any other lienholders (if so required by applicable law); and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Owner, his heirs and assigns.

C. It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or its substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said indebtedness, and for the foreclosure of this contract Payment and Performance Lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this contract lien, that it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, its substitute or successor to sell the Lot in accordance with the provisions of this section. Beneficiary, if it is the highest bidder, shall have the right to purchase at any sale of the Lot, and to have the amount for which such Lot is sold credited on the debt then owing. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said Lot is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein. In the event any sale is made of the Lot, or any portion thereof, under the terms of this section, the Owner, his heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of his failure to do so he shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of his failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated. The foreclosure of the continuing contract lien on any one or more occasions shall not remove, replace, impair or extinguish the same continuing lien from securing all obligations arising from and after the date of foreclosure.

5.10 Subordination of the Lien to Mortgages. A. The lien securing the payment of the assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

(1) and enjoyment of the Common Area. Such sale shall not relieve such Lot from liability for the amount of any assessment thereafter becoming due nor from the lien of any such subsequent assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as bona-fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot, including without limitation Institutional Mortgages and Eligible Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien;

(2) liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and

(3) such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to: (i) the assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien; (ii) the permitted lien on the Lot alone and not on or to any easement appurtenant for use a device, scheme or artifice to evade the obligation to pay assessments and/or to hinder the Association in performing its functions hereunder.

B. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Where the mortgagee of a first mortgage of record obtains title to a Lot as a result of foreclosure of any such first mortgage, such mortgagee shall not be liable for the unpaid dues or charges of the Association chargeable to such Lot by such mortgagee. Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots, including such mortgagee. In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association, setting forth the amount of the unpaid assessments due the Association and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

## ARTICLE VI

### RIGHT OF FIRST REFUSAL; REGISTRATION

**6.01 Right of First Refusal. THE PROVISIONS OF THIS SECTION ONLY APPLY TO LOTS THAT DO NOT CONTAIN A DWELLING UNIT AND ONLY DURING THE ROFR PERIOD DEFINED BELOW. THIS SECTION DOES NOT APPLY WHATSOEVER TO ANY LOT ON WHICH THERE IS AN INSTITUTIONAL MORTGAGE BY AN ELIGIBLE MORTGAGEE OR ELIGIBLE INSURER.** In order that the Declarant and the ARC may more effectively and carefully guide, control, coordinate and monitor the construction of Dwelling Units within the Subdivision, Declarant reserves a right of first refusal on certain proposed Lot resales during the Development Period and until the time that seventy-five percent (75%) of the Lots have been sold by Declarant (the "ROFR Period"). Prior to the substantial completion of a Dwelling Unit and its appurtenant landscaping on a Lot (as determined by the Declarant or the ARC), during the ROFR Period no Owner (excluding the Declarant) may sell, transfer, rent with an option to buy, devise, give, assign or in any other manner dispose of a fee or undivided fee interest in such Lot without first offering such fee interest to the Declarant, or otherwise obtaining the express written approval of the Declarant, in the manner hereinafter provided:

(a) Any Owner intending or proposing to sell, transfer, lease, rent, devise, give, assign or in any other manner dispose of a fee or undivided fee interest in a Lot (any and all such manners of disposition being referred to or considered hereinafter for convenience as "sale" or "sell") shall give written notice to the Declarant of such intention or proposal together with the terms and conditions of the sale and the name and address of the intended or proposed purchaser and such other information as the Declarant may reasonably require in connection with such transaction. The issuance of such notice to the Declarant shall constitute a warranty and representation by such Owner that the proposal and purchaser are bona fide in all respects;

(b) Declarant shall, upon receipt of the notice described above, have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the receipt of said notice, to purchase or acquire the subject Lot at the same price and on the same terms and conditions as set forth in the notice; and

(c) If Declarant does not elect to exercise its first refusal option right hereunder, the Owner shall be so notified in writing and shall be free to proceed with the sale of the Lot upon the terms and conditions, and with the same purchaser, as set forth in the notice theretofore given to the Declarant. However, the contractual arrangements with the third-party purchaser must be made strictly upon the terms and conditions and with the person or entity described in the notice theretofore given to Declarant, and any proposed arrangement with a different person or entity or upon changed terms and conditions shall be subject to the same first refusal option right and the same notice requirements set forth above.

**FROM AND AFTER THE DATE OF COMPLETION (AS DETERMINED BY THE ARC) OF A DWELLING UNIT AND ITS APPURTENANT LANDSCAPING ON EACH LOT, SUCH LOT, AND THE OWNER THEREOF, SHALL NO LONGER BE AFFECTED BY THE FOREGOING FIRST REFUSAL RIGHT. IN THE EVENT DECLARANT HAS FILED A NOTICE TERMINATING THE ROFR PERIOD AS PROVIDED IN SECTION 7.04(B) AND (C), SUCH FILING SHALL BE DEEMED CONCLUSIVE. UNTIL SUCH TIME AS SUCH TERMINATION NOTICE HAS BEEN FILED, ANY PERSON OR ENTITY HAVING A BONA FIDE INTEREST IN ANY LOT IS ENCOURAGED TO REQUEST AND OBTAIN A CERTIFICATE FROM THE ARC OR DECLARANT VERIFYING THE STATUS OF COMPLETION OF A DWELLING ON A SUBJECT LOT OR, ALTERNATIVELY, FROM DECLARANT OR THE ASSOCIATION CONFIRMING THE APPLICABILITY OF THE FIRST REFUSAL RIGHT PROVIDED FOR HEREIN. A PROCESSING**

FEE NOT MORE THAN \$100 PER CERTIFICATE MAY BE CHARGED BY THE ENTITY PROVIDING SAME.

6.02 Registration with the Association. In order that the Declarant and the Association can properly acquaint every Owner and Resident with these Covenants and the day-to-day matters within the Association's jurisdiction, and for the promotion of public safety within the Subdivision, each and every Owner and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name, mailing address and email address of each Owner and Resident if not domiciled at the Property; (b) the full name of each individual family member who resides within the Dwelling Unit; (c) the business address, occupation, telephone numbers and email addresses of each adult Resident; (d) the description and license plate number of each automobile owned or used by a Resident and regularly brought within the Property; (e) the name, address and telephone numbers of other local individuals who can be contacted (in the event the Resident cannot be located) in case of an emergency; and (f) such other information as may be reasonably requested from time to time by the Association. In the event any Owner or Resident willfully fails or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner and Resident shall become liable to promptly reimburse the Association for its reasonable costs and expenses incurred in so doing.

## ARTICLE VII

### GENERAL PROVISIONS

7.01 Power of Attorney. A. During the Development Period, each and every Owner and Resident hereby makes, constitutes and appoints Declarant as his/her true and lawful attorney-in-fact, coupled with an interest and irrevocable, for him/her and in his/her name, place and stead and for his/her use and benefit, to do the following:

(1) to exercise, do or perform any act, right, power, duty or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever involving the Declaration and the Property;

(2) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the terms within the Declaration as Declarant shall deem necessary, proper and expedient under the circumstances and conditions as may be then existing; and

(3) to sign, execute, acknowledge, deliver and record any and all instruments which modify, amend, change, enlarge, contract or abandon the subdivision plat(s) of the Property, or any part thereof, with any easements and rights-of-way to be therein contained as the Declarant shall deem necessary, proper and expedient under the conditions as may then be existing.

B. The rights, powers and authority of said attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force upon recordation of the Declaration in



the County Clerk's Office and shall remain in full force and effect thereafter until conclusion of the Development Period.

7.02 Further Development. During the Development Period, each and every Owner, Resident and Member waives, relinquishes and shall not directly or indirectly exercise any and all rights, powers or abilities, and the Association shall not devote or expend any monies or personnel, regarding the following: to contest, object, challenge, dispute, obstruct, hinder or in any manner disagree with the proposed or actual development (including, without limitation, zoning or rezoning efforts or processes) pertaining to residential uses of any real property owned by the Declarant or by the affiliates, assignees or successors of the Declarant within a quarter-mile radius of the Subdivision.

7.03 Duration. The Covenants of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or the Owner and Resident of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original thirty (30) year term expiring on the thirtieth (30th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for up to four successive periods of five (5) years each unless an instrument is signed by the Members owning at least fifty-one percent (51%) of all Lots within this Subdivision and recorded in the Deed Records of Burnet County, Texas, which contains and sets forth an agreement to abolish these Covenants; provided, however, no such agreement [where approved by less than seventy-five percent (75%) of the Owners of all Lots within this Subdivision] to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

7.04 Amendments and Supplements. A. The Covenants set forth herein are expressly subject to change, modification and/or deletion by means of amendment at any time and from time to time as provided herein. Notwithstanding Section 3 of this Article, these Covenants may be amended and/or changed in part as follows:

(1) During the Development Period through the time that seventy-five percent (75%) of the Lots have been sold by Declarant, its legal representatives, successors, and assigns, the Declarant shall have the complete and unfettered right and privilege to amend, change, revise, modify or delete portions of these Covenants, and each and every Owner, Member and Resident specifically and affirmatively authorizes and empowers the Declarant, utilizing the attorney-in-fact status set forth in Section 1 above, to undertake, complete and consummate any and all such amendments, changes, revisions, modifications or deletions as Declarant (in its sole and absolute discretion) shall deem reasonable and appropriate;

(2) From and after the conclusion of the Development Period and of the time that seventy-five percent (75%) of the Lots have been sold by Declarant, its legal representatives, successors, and assigns, these Covenants may be amended or changed upon the express written consent of the Board and at least seventy-five percent (75%) of the Owners of Lots within the Subdivision.

B. Declarant may file a supplement to this Declaration in the form of an affidavit or other public notice of the termination of the Development Period, and/or notice terminating the ROFR Period defined in Section 6.01, which filing may be relied upon as conclusive evidence as to the matters stated therein.

C. Any and all amendments and supplemental declarations and notices shall be recorded in the Official Public Records of Burnet County, Texas.

**7.05 Enforcement.** Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, guest and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The Payment and Performance Lien shall extend to, cover and secure the proper payment and performance by each and every Resident, guest and invitee affiliated with each Owner. Each Owner may, upon appropriate application to and approval by the Association, impose greater or additional restraints and restrictions on the "good standing" qualifications of the Residents and Members of such Owner's Lot. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Subdivision.

**7.06 Validity.** Violation of or failure to comply with these Covenants shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of these Covenants, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of these Covenants conflicts with mandatory provisions of any ordinance or regulation promulgated by Burnet County, Texas then such municipal requirement shall control.

**7.07 Proposals of Declarant.** The proposals of the Declarant, as set forth in various provisions hereinabove, are mere proposals and expressions of the existing good faith intentions and plans of the Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments or material representations by the Declarant upon which any person or entity can or should rely. Nothing contained in or inferable from this Declaration shall ever be deemed to impose upon any other land owned or to be owned by the Declarant, or any related entity, any covenants, restrictions, easements or liens or to create any servitudes, negative reciprocal easements or other interests in any such land in favor of any person or entity other than the Declarant. Declarant has no control over the development of land parcels adjoining the Subdivision and Declarant makes no representations of any kind or character concerning those parcels. Each prospective Owner should make his/her own investigation concerning those parcels, and what impact, if any, same may have on the ownership, use and enjoyment of the Property.

**7.08 Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not constitute an exclusive, exhaustive or limiting list of what can or cannot be done.

**7.09 Notices to Resident/Member/Owner.** Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when: deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing; or when delivered by hand or by messenger to the last known address of such person within the Properties; or when posted on the Association's bulletin board for at least thirty (30) consecutive calendar days.

7.10 Disputes. After the Development Period and when seventy-five percent (75%) of the Lots have been sold by Declarant, matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions (excluding Article III architectural matters and issues concerning "substantial completion") of this Declaration or the Association By-Laws, shall be determined by the Board. Matters pertaining to Article III architectural matters and issues concerning "substantial completion" shall be determined by the ARC. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners (whether or not Members) and Residents.

7.11 Conveyance of Declarant's Interest. In the event the Declarant, its legal representative, successors and assigns shall convey all of its right, title, and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant, its legal representative, successors and assigns shall be relieved of the performance of any further duty or obligation hereunder and such partnership, individual or individuals, corporation or corporations shall be obligated to perform all such duties and obligations of the Declarant, its legal representative, successors and assigns.

7.12 Owner Compliance. Each Owner, Resident, or other occupant of a Lot shall comply with the provisions of the Subdivision documents and all decisions and resolutions of the Association or its duly authorized representative, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds, in addition to all other remedies provided herein, for an action to recover sums due, for damages (including costs and attorney's fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in the By-Laws shall be deemed to be binding on all Owners, their successors, and assigns.

7.13 Application and Duration of Declaration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and the Owners of all Assessable Property subject to this Declaration, their respective legal representatives, heirs, successors-in-interest, and assigns, and shall inure to the benefit of and shall be enforceable by the Association and any Member for a term of up to fifty (50) years from the date this Declaration is recorded, unless earlier terminated by the Members as provided in Section 7.03, as such covenants, conditions, and restrictions shall have been amended, revised or extended by the Association in accordance with the procedures set out in this Declaration.

[SIGNATURE ON FOLLOWING PAGE]

EXECUTED in Burnet County, Texas by the hand of an authorized representative of Declarant on the acknowledgment date noted below.

DECLARANT:

Prairie Pointe Estates Inc., a Texas corporation



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Duane M. Davis, President

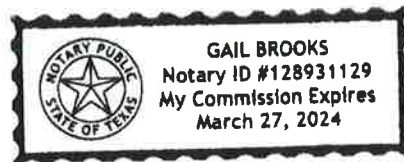
BEFORE ME, the undersigned authority, on this day personally appeared Duane M. Davis, known to me to be the President of Prairie Pointe Estates Inc, a Texas corporation, and he executed the foregoing instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of September 2021.



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Notary Public in and for the State of Texas



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Janet Parker, County Clerk

Burnet County Texas  
9/30/2021 2:46:26 PM

FEE: \$134.00  
RES

202116458