

Declaration of Covenants, Conditions and Restrictions

Effective Date: March 23, 2017

Declarant: Dendro Holdings, LLC, a Texas Limited Liability Company

Declarant's Address:

Dendro Holdings, LLC
201 W. Polk St.
Burnet, Texas 78611

Property: BEING 508.72 acres, more or less, out of the JOHN BOYD SURVEY, ABSTRACT NO. 38, in Lampasas County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof;

SAVE AND EXCEPT

BEING 120.00 acres, more or less, out of the JOHN BOYD SURVEY, ABSTRACT NO. 38, Lampasas County, Texas, and being out of and part of a 508.72 acre tract out of the John Boyd Survey, Abstract No. 38, Lampasas County, Texas, said 120 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof (said 120 acres hereinafter referred to as "Parent Tract").

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means Dendro Holdings, LLC, a Texas Limited Liability Company, and any successor that acquires all unimproved property owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Owner" means every record Owner of a fee interest in the Property.

"Residence" means a detached building designed for and used as a dwelling by a Single Family. This term shall not include single wide mobile homes but will include, to the extent they comply with the covenants, conditions and restrictions set forth herein, double wide mobile homes and manufactured housing.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement (other than a Residence), including a fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled

conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Property by their acceptance of their deeds, leases, or occupancy of any portion of the Property agree that the Property is subject to the Covenants.
2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Property for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in any portion of the Property.
3. Each Owner and occupant of any portion of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Covenants and Restrictions

1. Except as hereinafter provided, no part of the Property shall be used for any purpose other than residential.
2. All residences constructed on the property must be constructed with new materials.
3. All residences constructed on the property shall contain at least 1,000 square feet, exclusive of open porches, breezeways, carports and garages. All construction shall be completed with reasonable diligence and exterior construction must be completed within eighteen (18) months after construction is started. No residence shall be occupied unless all exterior construction on the residence is complete.
4. No single wide mobile homes or house trailers are allowed on the property; however double wide mobile homes and manufactured homes will be allowed provided they comply with the covenants, conditions and restrictions set forth herein.
5. No trade or business of any kind shall be conducted on the Property, save and except for home based business, not open to the public, farming and ranching is allowed and livestock, except as hereinafter provided, may be raised, bred or kept on the Property. No pigs or hogs, except as hereinafter provided. Chickens or other fowl may be kept on the Property in an amount that is reasonably practicable for personal consumption. All chickens or fowl must be kept in a pen and stored in a manner that is not offensive to neighbors. No commercial feed lots or hog farms are allowed on the Property.

Notwithstanding the above provisions, if the Property is not subdivided then not more than two (2) FFA or 4-H or similar project of a child may be allowed on the property (which projects may

include, without limitation, a hog or pig, or chickens) so long as they are kept in a pen. If the Property is subdivided, then, notwithstanding anything herein, one (1) FFA or 4-H or similar project of a child, may be allowed on each tract resulting from such subdivision (which project may include, without limitation, a hog or pig or chickens), so long as the same is not offensive to neighbors and the animals or chickens are kept in a pen.

For the purposes of ranching activities and the raising, breeding and keeping of livestock on the Property, the number of animals permitted on the Property shall be limited to the average stocking rate of native grass pastures in Lampasas County, Texas. However, if improved grasses are introduced on the Property, then the number of animals permitted shall be limited to the average stocking rate of improved grass pastures in Lampasas County, Texas.

6. No dirt, sand, rock, gravel, caliche or similar materials may be removed from the Property.

7. No noxious or offensive activity shall be carried on upon the Property. Nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

8. The Property shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. Trash and waste shall not be burned on the Property but shall be removed by the owner using a commercial trash pick-up service or by the owner himself removing the trash or waste from the Property.

9. All residences and other improvements on the Property shall be kept in a good state of repair and condition.

10. All domestic animals shall be contained within the boundaries of the Property or in the control of a responsible individual.

11. No outside, open, or pit type toilet shall be allowed on the Property and all plumbing shall be connected to an approved septic or sewer system. All septic and sewage disposal systems must comply with the requirements, rules and regulations of the appropriate governing agencies.

12. No structure of a temporary character, any tent, shack, garage, barn, unfinished residence, barn or other outbuilding shall, at any time, be used as a residence or dwelling, either temporarily or permanently. A travel trailer or motor home may be used as temporary living quarters during construction of a new home, for a maximum period of nine (9) months.

13. No oil well drilling, development or refining, and no mineral quarrying or mining operations of any kind shall be permitted on the Property. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on the Property. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained or permitted on the Property.

14. No junk yards, repair yards or wrecking yards shall be located on the Property. Any vehicle in a state of disrepair or which is unlicensed or unregistered that is placed on the Property for more than two (2) weeks shall constitute a "junk yard" except when stored in a garage or building. All vehicles on the Property must have current licenses and registration and be in

regular use.

15. No commercial signs of any kind shall be displayed in public view on the Property except for signs advertising that the Property is available for sale or rent. In the latter event, only one sign not more than 10 square feet may be placed on any single parcel of the Property for advertising purposes.

16. The property and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

17. Until the portion of the Parent tract located on State Highway 190 or Lampasas County Road 2513 is enclosed with a fence capable of turning livestock, the perimeter fence of the Property shall not be destroyed nor taken down. However, nothing herein shall prevent the construction of gates (provided they are kept closed) or cattle guards (capable of turning livestock) from being constructed in said perimeter fence.

C. Exceptions

1. Nothing herein shall be deemed to impose the covenants, conditions and restrictions upon the the Parent Tract described as BEING 120.00 acres, more or less, out of the JOHN BOYD SURVEY, ABSTRACT NO. 38, Lampasas County, Texas, and being out of and part of a 508.72 acre tract out of the John Boyd Survey, Abstract No. 38, Lampasas County, Texas, said 120 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part

D. General Provisions

1. *Term.* The above Restrictions, Covenants and Conditions shall be effective for a term of twenty (20) years from the date of recording after which period these Restrictions, Covenants and Conditions shall be automatically be extended for successive periods of ten (10) years subject to termination by an instrument signed by 67 percent of the owners of the Property and all of the owners of the Parent Tract.

2. *No Waiver.* Any owner of any portions of the Property or any owner of any portion of the Parent Tract shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants and conditions imposed herein. Failure to enforce any covenant or restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound. Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

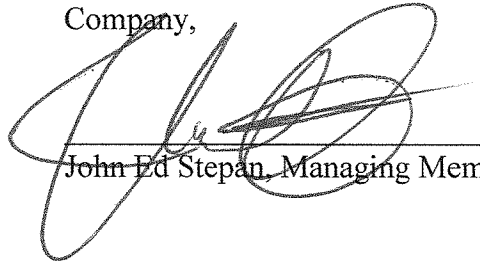
4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners including all owners of the Parent Tract.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith. If a legal proceeding is commenced due to a controversy, claim or dispute arising in relation to the above Restrictions, Covenants and Conditions, their breach or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs

Dendro Holdings, LLC, a Texas Limited Liability Company,



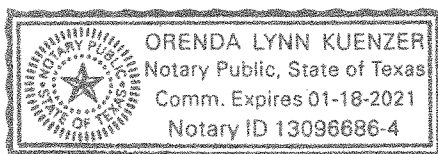
John Ed Stepan, Managing Member

STATE OF TEXAS)

COUNTY OF BURNET)

Before me, March 23, 2017, on this day personally appeared John Ed Stepan, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that John Ed Stepan executed the same as the act of Dendro Holdings, LLC, a Texas Limited Liability Company, as its Managing Member, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of March, 2017.



Notary Public, State of Texas

My commission expires: 01-18-2021

After recording, please return to:

Law Office of Cody Henson, PLLC
205 S. Pierce St.
Burnet, TX 78611
Tel: (512) 756-4100
Fax: (512) 756-2900