

doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

### **3.24 Animal Husbandry**

Domestic livestock and exotic animals shall be allowed on any Tract so long as such animals do not exceed one (1) animal per every 2 fenced acres and do not become a nuisance or threat to other Owners or impair wildlife management use of the Property. The Directors of the Association have the sole discretion in determining if any animal is a nuisance. Pigs and hogs are not allowed on any Tract unless such pig or hog is being raised for 4-H or school sponsored programs. No more than four (4) pigs and hogs are allowed on any one tract. Chickens, turkeys and other birds shall be allowed so long as such birds are kept in a coup and do not exceed 20 birds per tract. All animals being raised by individual tract owners must be kept in a fenced area on the owner's tract. No overgrazing is permitted on any portion of the lot. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose on the Property and must be vaccinated for rabies according to State law once a year and registered with Blanco County once a year. No feedlots for any type of animal shall be permitted.

### **3.25 Mineral Development**

No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

### **3.26 Drainage**

Natural established drainage patterns of streets, tracts or roadway ditches will not be impaired by any person or persons. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee and to County requirements.

### **3.27 Re-subdivision**

Except for the granting of easements or as required by Blanco County, no Tract shall be re-subdivided or split.

### **3.28 Windsock**

A windsock used in conjunction with the Airstrip currently exists on Lot 13. The Owner of Lot 13 shall not remove the windsock without the express written permission of the Association and shall maintain the windsock for use by the Airstrip. At such time as the Association believes that the windsock should be replaced, the Association shall provide the Owner of Lot 13 with a new windsock which shall then be installed and maintained by the Lot Owner.

### 3.29 Airstrip Approach

No building, structure or other improvements, except for a driveway, shall be constructed within the airstrip approach, which airstrip approach is more fully described as follows:

Tract 1:

FIELD NOTE DESCRIPTION OF A AIRSTRIP APPROACH, BEING A PORTION OF THAT

1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING A PART OF TRACTS 11, 12 & 13 OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a corner fence post for the southwest corner of the tract herein described, same being the northwest corner of Airstrip Common Area, The Landing and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears N88°53'24"E, 10,471.49 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N11°57'14"E, 4,156.39 feet;

THENCE, leaving the said fence and the said Airstrip Common Area, N20°20'29"E, at 306.58 feet passing an iron stake with aluminum cap marked "PRO-TECH ENG 2219" set and continuing on, in all, 1,447.29 feet to a wire fence for the northwest corner of the tract herein described, same being the north line of the said SA Land Partners 1013.39 acre tract and the south line of that 797.247 acre tract conveyed to Glen H. Kothmann by R. Burnell Bennett, et ux, by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records;

THENCE, with fence, the common line of the said SA Land Partners 1013.39 acre tract and the said Kothmann 797.247 acre tract, the following courses numbered (1) and (2);

- 1) S71°02'55"E, 26.53 feet to a steel fence post;
- 6) S71°03'42"E, 172.89 feet to the northeast corner of the tract herein described;

THENCE, leaving the said fence and the said Kothmann 797.247 acre tract, S20°20'20"W, 1,416.82 feet to a corner fence post for the southeast corner of the tract herein described and the northeast corner of the aforementioned Airstrip Common Area;

THENCE, with fence and the north line of the said Airstrip Common Area, N66°53'16"W, 199.60 feet to the POINT OF BEGINNING, being an Airstrip Approach, containing 6.63 acres of land. Surveyed November 10, 2004 under the supervision of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

Tract 2:

FIELD NOTE DESCRIPTION OF A AIRSTRIP APPROACH, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING A PART OF



TRACT 20 OF THE LANDING AT BLANCO SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a corner fence post for the southeast corner of the tract herein described, same being the south line of the said SA Land Partners 1013.39 acre tract and the north line of that 652.24 acre tract of land conveyed to Donald A. Drury by Adolph A. Kneupper, et ux, by deed dated April 10, 1959, and recorded in Volume 67, Page 556, Blanco County Deed Records and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears S70°44'26"E, 10,982.08 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N70°15'05"E, 524.44 feet;

THENCE, with fence, the common line of the said SA Land Partners 1013.39 acre tract and the said Drury 652.24 acre tract, N70°15'05"W, 122.32 feet to the southwest corner of the tract herein described;

THENCE, leaving the said fence and the said Drury 652.24 acre tract, N21°25'32"E, 45.02 feet to a corner fence post for the northwest corner of the tract herein described, the southwest corner of Airstrip Common Area and the southeast corner of Tract 19;

THENCE, leaving the said Tract 19, with fence, the south line of the said Airstrip Common Area, S70°07'12"E, 122.30 feet to a corner fence post for the northeast corner of the tract herein described and the southeast corner of the said Airstrip Common Area;

THENCE, leaving the said fence and the said Airstrip Common Area, S21°21'59"W, 45.12 feet to the POINT OF BEGINNING, being an Airstrip Approach, containing 0.126 acres of land. Surveyed November 10, 2004 under the supervisions of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Tract, cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration at the expense of Owner. Payment for the charges by such Owner shall be payable on the first day of the next calendar month.

#### ARTICLE IV AIRSTRIP

##### 4.01 Airstrip Maintenance

The Property Owners Association shall be responsible for maintaining the airstrip and any other improvements appurtenant thereto.

##### 4.02 Use Fee

The Property Owners Association may charge a use fee to those persons using the airstrip for the purpose of capital improvements to the airstrip or surrounding areas. The Association shall not commingle the proceeds of such use fee with the Maintenance fund.

Such proceeds shall be used solely and exclusively to fund nonrecurring maintenance or improvements benefiting those persons using the airstrip facility. Such Use fee shall not be effective unless approved by a vote of two-thirds of those persons being assessed such fee.

#### **4.03 Use of Airstrip**

Except in emergency situations, the Airstrip shall only be used by Lot Owners and/or their invited guests and all Lot Owners and guests shall comply with the Airstrip rules established by the Association.

### **ARTICLE V ARCHITECTURAL CONTROL COMMITTEE**

#### **5.01 Basic Control**

- (a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof or any addition or exterior alteration made thereto after original by construction, or demolition or destruction by voluntary action made thereto after originally constructed, on any tract in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument and on the utilization of or interference with the Airstrip and airspace.
- (b) Each application made to the Committee, or to the Developer, shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Tract including plot plans showing location on the tract.

#### **5.02 Architectural Control Committee**

- (a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. Notwithstanding, after the Control Transfer Date, both the Developer and the Architectural Control Committee shall have the right to grant a variance from the building set-back line restrictions. Either party may grant this variance as it determines in its sole discretion is needed, without the consent of the other. The term "Committee", as used in this Declaration, shall mean or refer to the Developer or to THE LANDING AT BLANCO Architectural Control Committee composed of members of the Association, as applicable.



- (b) On or after such time as Developer has conveyed 35 lots (from time to time hereafter referred to as the "Control Transfer Date") the Developer shall cause an instrument transferring control to the Association to be placed of Record in the Official Public Records of Blanco County, Texas (the effective Control Transfer Date shall be the date of its recording). There upon, the Developer shall appoint a Committee of three (3) members to be known as THE LANDING AT BLANCO Architectural Control Committee who shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting following the Control Transfer Date. After the Control Transfer Date, each member of the Committee must be an Owner of a Tract in the Property. Additionally, the Developer shall have the right to discontinue the exercise of the Architectural Control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Official Public Records of Blanco County, Texas.

### **5.03 Effect of Inaction**

Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

### **5.04 Effect of Approval**

The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

### **5.05 Variance**

The Committee may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) the Restrictions or (ii) minimum acceptable construction standards or regulations as promulgated from time to time by the Developer or the Committee. Notwithstanding, after the Control Transfer Date, both the Developer and the Committee shall have the right to grant a variance from the Building set-back line restrictions. Either party may grant this variance as it determines, in its sole discretion is needed, without the consent of the other. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the

members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Restrictions for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Tract concerned.

**ARTICLE VI**  
**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**6.01 Non-Profit Corporation**

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

**6.02 Bylaws**

The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Tracts, provided that the same are not in conflict with the terms and provisions hereof.

**6.03 Membership**

Every person or entity who is a record owner of any Tract which is subject to the Maintenance charge and other assessments provided herein, and Developer shall be a Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership for each Tract owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts, regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. Ownership of the Tracts shall be the sole qualification for membership.

**6.04 Voting Rights**

The Association shall have one class of voting memberships. Each Lot shall have only one vote regardless of the number of owners of the Lot.



**ARTICLE VII  
MAINTENANCE FUND**

**7.01 Maintenance Fund Obligation**

Each Owner of a tract by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a yearly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Maintenance Charge and other charges and assessments are made.

Notwithstanding, the Developer shall not be required to pay a Maintenance Charge to the Association on the Tracts owned by the Developer.

**7.02 Basis of the Maintenance Charge**

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association. The Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be paid annually.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Tract.

(c) The initial amount of the Maintenance Charge applicable to each Tract will be \$2375.00 per Lot per year due in advance, payable on January 1 of each year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.

(d) The Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time, to adjust, alter, increase or decrease said Maintenance Charge from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder. However, the Directors shall not increase the assessment by more than ten (10) percent per year.

**7.03 Special Assessments.**

In addition to the Regular Annual Assessment, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted once the subdivision improvements have been completed by Developer. Any such Special Assessment may be levied against all Lots and may be enforced in the same manner as the Regular Annual Assessment.



#### **7.04 Creation of Lien and Personal Obligation**

In order to secure the payment of the Maintenance Charge, and other charges, fees and assessments hereby levied, each Owner of a Tract, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure, pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Blanco County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Substitute Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any Maintenance Charge or other charge, fee or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such non-paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this 7.04 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration file in the Official Public Records of Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Notwithstanding anything contained this Article VII or Section 7.04, all notices and procedures shall comply with Chapter 209 of the Texas Property Code.



### **7.05 Notice of Lien**

In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured hereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

### **7.06 Liens Subordinate to Mortgages**

The lien described in this Article VII shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract or for a Home Equity loan and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges of assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Section 7.01 hereof, which notice shall be sent the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VII.

### **7.07 Purpose of the Maintenance Charges**

The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Development and the maintenance of the common areas which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article IX, including the



maintenance of any Drainage Easements, the maintenance of the entrance, airstrip and common areas, the enforcement of these restrictions and the establishment and maintenance of a reserve fund. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Developer or Association, will tend to maintain the Property values in the Development, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, and energy charges. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

#### **7.08 Handling of Maintenance Charges**

The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually information on the Maintenance Fund.

### **ARTICLEVIII DEVELOPER' S RIGHTS AND RESERVATIONS**

#### **8.01 Period of Developer's Rights and Reservations**

Developer shall have, retain and reserve certain rights as set forth in this declaration with respect to the Association from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VIII hereof, less, save and except those rights set forth in Sections 8.02 and 8.03. The rights in Sections 8.02 and 8.03 shall be released at such time as a document relinquishing said rights is filed of record or the developer no longer holds record title to any Tracts in the development. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any Property within the Control Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

#### **8.02 Developer's Rights to Grant and Create Easements**

Developer shall have and hereby reserves the right, without the consent of any other Owners or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and



maintenance of the Subdivision, located in, on, under, over and across (i) the Tracts or other Property owned by Developer and (ii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access over and across the streets and roads within the Property.

### **8.03 Developer's Rights to Convey Common Area to the Association**

Developer shall have and hereby reserves the right, but shall not be obligated to, convey Real Property and improvements thereon, if any, to the Association for use as a Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

### **8.04 Annexation of Additional Areas**

Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Blanco County, Texas. No consent shall be required of the Association or any member thereof, each Owner being deemed to have appointed Developer as his agent and attorney-in-fact to effect this Annexation, which power hereby granted to Developer is and shall be a power coupled with an interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property, the same as if the additional property was included in the first instance. Notwithstanding, Developer shall not annex more than three hundred acres and the majority of all lots in such annexed property shall be twenty-five acres or larger.

### **8.05 Withdrawal of Property**

The Developer reserves the right to amend these Restrictions for the purpose of removing any portion of the Property from the coverage of these Restrictions and to cancel these restrictions as to such Property. Such amendment shall not require the consent of any owner other than the Owner of the property to be withdrawn or the property on which the restrictions are canceled.

## **ARTICLE IX DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION**

### **9.01 General Duties and Powers of the Association**

The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members and to improve and enhance the attractiveness, desirability and safety of the Property. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.



### **9.02 Duty to Accept the Property and Facilities Transferred by Developer**

The Association shall accept title to any Property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such Property and Functions are not inconsistent with the terms of this Declaration. Property interest transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such Property. Any Property or interest in Property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for Property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restrictions annexing such Property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances set forth in the transfer. Except as otherwise specifically approved by resolution of the Board of Directors, no Property or interest in Property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee.

### **9.03 Airstrip**

The Association shall have full power and authority to do all such things as are necessary, or deemed by the Association to be advisable, in order to preserve and maintain the Airstrip, and any taxiways, lighting and other appurtenances for the benefit of its members. The Association shall maintain the airstrip unless seventy-five (75) percent of the owners of all of the lots in the subdivision and 100% of the Lot Owners using such airstrip vote not to maintain such airstrip.

### **9.04 Other Insurance Bonds**

The Association shall obtain such insurance as may be required by law, including worker's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

### **9.05 Duty to Prepare Budgets**

The Association shall prepare budgets for the Association.

### **9.06 Duty to Levy and Collect the Maintenance Charge**

The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

### **9.07 Duty to Provide Annual Review**

The President, with Board Approval, shall appoint a non-Director Member(s) to review Association financial records annually. The reviewer(s) shall not have served as Treasurer



during the previous four years. The reviewer(s) need not be a certified public accountant. The reviewer(s) will perform the level of review that he/she determine necessary and report to the Board. The report may suggest that the Board consider an audit or review by a certified public accountant. Copies of the report shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable costs of copying the same.

#### **9.08 Duties with Respect to Architectural Approvals**

The Association shall perform functions to assist the Committee as elsewhere provided in Article V of this Declaration.

#### **9.09 Power to Acquire Property and Construct Improvements**

The Association may acquire Property or an interest in Property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish any existing improvements, except for the airstrip, which requires the vote set forth in 9.03 above.

#### **9.10 Power to Lease**

The Association has the power, but not the obligation, to temporarily lease the Common Areas, excluding the Airstrip, to persons or entities who are not lot owners for purposes such as weddings, parties, etc. so long as the Association utilizes the Common areas for the lot owners the majority of the time.

#### **9.11 Power to Adopt Rules and Regulations**

The Association may adopt, amend; repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any property, facilities or improvements owned or operated by the Association, including but not limited to the road.

The Association may adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary for the operation of the airstrip, provided, however, that any rule or regulation, except for the initial rules and regulations, may only be adopted, amended or repealed by an instrument in writing signed by 75% of the Owners utilizing such airstrip.

#### **9.12 Power to Enforce Restrictions and Rules and Regulations**

The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each guest of a member. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any Property, excluding main residence, within the Property after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in



such manner to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) By suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or such Member's guest of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) By levying and collecting, after notice and hearing; an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or such Member's guest which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's guest for breach of this Declaration or such Rules and Regulations by such Member or such Member's guest; and (vii) By taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

### **9.13 Dedication of Airstrip**

Notwithstanding anything herein, neither the Developer, nor the Association may dedicate the airstrip or any appurtenances thereto without the consent of seventy-five (75) percent of the lot owners in the subdivision and 100% of the lot owners using such airstrip.

### **9.14 Lease**

The Association may, at its option and upon such terms as it shall agree, negotiate a lease agreement for land along the Airstrip on Lot 14 for the purpose of allowing lot owners to conduct aircraft related activities, including but not limited to, parking aircraft, storing aircraft, maintaining aircraft and/or constructing hangars. Any lease between the Association and a lot Owner shall run with and be appurtenant to the Owner's residential lot, provided however, upon any subsequent sale of such residential lot by such Owner, the lease shall, at the Owner's option, either be transferred to the new owner, transferred to another lot owner within THE LANDING AT BLANCO or terminated. In the event such lease shall be terminated, any improvements covered by such lease shall become the property of the Association. No leased area shall be used for commercial purposes without the express written consent of the Association.



### **9.15 Wildlife Harvesting**

The Association shall have the sole power to adopt plans recommended by the Texas Department of Parks and Wildlife to manage and/or care for the wildlife in the subdivision. If such plan included the harvesting of wildlife, such harvesting shall be administered by the Association under the direction of the Texas Department of Parks and Wildlife. The Association hereby specifically reserves an easement of free and uninterrupted ingress, egress and regress over, through, and across all Lots for the purpose of harvesting such wildlife.

### **9.16 Adoption of WMPA Plan.**

The Association, on behalf of the Owners, will write a wildlife management plan for the Property that will be submitted to the Blanco County Appraisal District. Owners may also submit a separate wildlife management plan under Section 3.15 above. The Association shall ensure that the Lots comply with appropriate WMPA practices. The Association shall develop qualified plans for all other Lots, and shall be responsible for the filing of plans for all participating Lots with the Blanco County Appraisal District on or before the annual filing deadline. The Board shall have the rights to inspect and enforce WMPA plan performance on individual Lots, as provided by this Declaration.

## **ARTICLE X GENERAL PROVISIONS**

### **10.01 Term**

The provisions hereof shall run with the Property and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the Members having not less than two-thirds (2/3rds) of the votes (including the Developer) has been recorded agreeing to amend or change, in whole or in part, this Declaration.

### **10.02 Amendments**

Except for amendment affecting the existing dwelling and the airstrip, this Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, of the owners having not less than two-thirds (2/3rds) of all of the votes (including Developer) of the Subdivision. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Copies of the written ballots pertaining to such amendment



shall be retained by the Association for a period of not less than three (3) years after the date filing of the amendment or termination. Amendments specifically affecting the existing dwelling requires the above vote as well as the approval of the owner of the Existing Dwelling. Amendment affecting the airstrip requires the above vote and the agreement of seventy-five percent (75%) of the lot owners using the airstrip.

### **10.03 Amendment by the Developer**

The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration.

### **10.04 Severability**

Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

### **10.05 Liberal Interpretation**

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

### **10.06 Successors and Assigns**

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

### **10.07 Effect of Violations on Mortgages**

No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

### **10.08 Terminology**

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

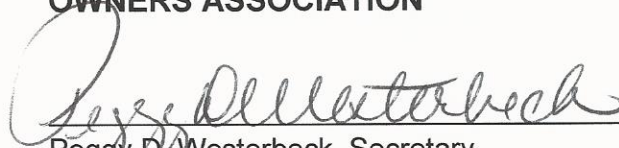


in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto which Exhibits are incorporated herein.

**CERTIFICATION OF THE ASSOCIATION'S SECRETARY**

The undersigned Secretary of The Landing at Blanco Property Owners Association (the "Association") hereby certify that this Amended and Restated Declaration of Covenants, Conditions and Restrictions – The Landing at Blanco was approved by signed ballots of Owners representing at least two-thirds (2/3rds) of all the votes allocated to all Owners, at a meeting called for such purpose on June 13, 2015, at which a quorum was established.

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

  
Peggy D. Westerbeck, Secretary

STATE OF TEXAS           §

COUNTY OF BLANCO       §

THIS INSTRUMENT was acknowledged before me this 19<sup>th</sup> day of August, 2015 by Peggy D. Westerbeck, Secretary of The Landing at Blanco Property Owners Association.



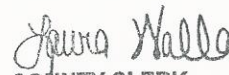
  
Notary Public of Texas

STATE OF TEXAS  
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

**AUG 21 2015**



  
**COUNTY CLERK  
BLANCO COUNTY, TEXAS**