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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE LANDING AT BLANCO

June 13, 2015

Cross reference to that certain Declaration of Covenants, Conditions, and Restrictions – The Landing at Blanco, recorded at Volume 311, Page 953, Official Public Records of Blanco County, Texas

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS - THE LANDING AT BLANCO**

WHEREAS, that certain tract of land located in Blanco County containing 1,013.71 acres more or less, more fully described on the map and plat recorded in Volume 2, Pages 44-47 of the Map and Plat Records of Blanco County, Texas, (the "Property") is governed by that certain Declaration of Covenants, Conditions and Restrictions – The Landing at Blanco, recorded at Volume 311, Page 953, Official Public Records of Blanco County, Texas (collectively, the "Original Declaration").

WHEREAS, the Original Declaration establishes The Landing at Blanco Property Owners Association (the "Association") as a property owners' association and imposes a covenant of mandatory membership in the Association upon all owners of lots within the Property (collectively referred to as the "Owners" or "Members" in the Original Declaration).

WHEREAS, the Owners desire to amend and restate the Original Declaration.

WHEREAS, Section 10.02 of the Original Declaration provides that the Original 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 Owners having not less than two-thirds (2/3rds) of all the votes allocated to all Owners.

WHEREAS, 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 \_\_\_\_\_, 2015, at which a quorum was established.

NOW THEREFORE, the Original Declaration is hereby amended in its entirety and entirely replaced by this Amended and Restated Declaration of Covenants, Conditions and Restrictions – The Landing at Blanco, which imposes the following covenants, conditions, restrictions, easements, liens and charges upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such covenants, conditions, restrictions, easements, liens and charges, and shall be subject to the jurisdiction of the Association.

**ARTICLE I  
DEFINITIONS**

**1.01 "Airstrip"** shall mean approximately 14.34 acres located within the property, identified as "Air Strip Common Area" on the plat.

**1.02 "Association"** shall mean and refer to THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, and its successors and assigns.

**1.03 "Board of Directors"** shall mean and refer to the Board of Directors of the Association.

**1.04 "Builders"** shall mean and refer to persons or entities that purchase tracts and build speculative or custom homes thereon for third party purchasers.

**1.05 "Common Areas"** shall mean that portion of the Subdivision owned by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, airstrips, airstrip facilities, gates, walkways and parking lots. The Common Areas to be owned by Association shall include (i) those areas of land shown on any recorded plat or its equivalent of the Property, as defined below, of any portion thereof filed or approved by Developer and identified thereon as "Common Area" or any other area designated on the plat as being for the common use and benefit of the Members; (ii) the unpaved and landscaped areas of the right of way for any drive within the Subdivision; and (iii) those areas of land and improvements thereon deeded to the Association. Such common areas shall not be subject to the use restrictions set forth in Article III.

**1.06 "Developer"** shall mean and refer to SA LAND PARTNERS, LLC, a Delaware limited liability company.

**1.07 "Front Lot Line"** shall mean and refer to that certain lot line adjoining the road. If more than one lot line adjoins the road, the Committee shall determine which lot line is the front lot line.

**1.08 "Tract" or "Lot"** shall mean and refer to any plat of land identified as a parcel or home site on the Property.

**1.09 "Road(s)"** shall mean and refer to those certain areas of land more fully identified on the plat, which shall be maintained by the Association for the purpose of ingress and egress to and from the Tracts and/or common areas.

**1.10 "Member"** shall mean and refer to every person or entity that holds a membership in the Association.

**1.11 "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any tract including (i) contract seller (a seller under a Contract for Deed), (ii) Developer and (iii) Builders. Those persons or entities having merely a security interest for the performance of an obligation shall not be considered an Owner.

**1.12 "Temporary Residence"** shall mean and refer to a residence used for no more than a nine (9) month period.



**1.13 "Wildlife Management Use"** shall mean devoting the principal use of the Property to a Wildlife Management program carried out in compliance with Texas Tax Code Section 23.51(7).

**1.14 "Wildlife Management Use Plan"** shall mean the written plan used to implement a Wildlife Management program and filed with the Blanco County Appraisal District in Blanco County, Texas.

**1.15 "Wildlife Management Use Practices"** shall mean the wildlife management practices that are identified in the Wildlife Management Use Plan that are required to be implemented on the Common Property and each Tract.

## **ARTICLE II RESERVATIONS, EXCEPTION AND DEDICATIONS**

### **2.01 Conveyances**

All Restrictions created herein shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

### **2.02 Easements**

Developer reserves for public use out of the property conveyed to a third party purchaser a utility easement twenty (20) feet in width from the front boundary line of each Tract, ten (10) feet in width along each side and rear boundary line of each tract and thirty (30) feet in width from the boundary line located in or adjacent to a road, regardless of the property line. The purpose of the easement shall be the construction, maintenance and repair of utilities including but not limited to electrical systems, telegraph and telephone lines, storm surface drainage, cable television, water lines, gas lines or any other utilities as Developer sees fit to install in, across and/or under the Property. Notwithstanding, this provision creates no obligation on the part of Developer to provide utilities. All utility easements in the subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Tracts. Should any utility company furnishing a service covered by a general easement herein provided request a specific easement within the general easement area by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility Company, political subdivision or other authorized entity using the easements herein described shall be liable for any damages done by them or their assigns, agents, employees or servants to fences, shrubbery, trees and lawns or any other property of the Owner of the Tracts covered by the easements.



### **2.03 Title Subject to Easements**

It is expressly agreed and understood that the title conveyed by developer to any of the Tracts by deed, contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

### **2.04 Utility Easements**

No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

### **2.05 Airspace Easement**

An easement in and through the air space above the Subdivision is hereby reserved for the purposes of operation of aircraft and all incidental activities related thereto, including, but not limited to sight, operation of electronic equipment, noise, vibrations, lights and/or beacons, deviations of air craft caused by nature or acts of God, and air pollution caused by aircraft exhaust fumes or aircraft maintenance.

### **2.06 Road Easement**

A road easement has been or will be conveyed to the Association for the purpose of Tract owners having ingress and egress to and from their tracts. The Association shall, at all times, allow Tract owners access over such easements, regardless of whether such Tract Owner is current with his dues or in compliance with these restrictions. Except as specifically set forth herein, no improvement shall be constructed on or over such easement by any Lot Owner and no action shall be taken by any landowner on or over this easement which would prevent other landowners to have access to their individual properties. The Association shall be responsible for the maintenance of such road. Additionally, Lot Owners shall be allowed to ride horses over the easement, subject to any rules and regulations set forth by the Association. In addition to the above, the owners of Lots 9-12 shall be allowed, and are hereby granted an easement, which easement is subject to the reasonable rules and regulations established by the Association, to taxi their planes over and across the portion of the roadway described as follows:



FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT WIDE ACCESS AND UTILITY EASEMENT (TAILWIND DRIVE), 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, 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 PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PROTECH ENG 2219" set on the radius point of a 120 foot diameter cul-de-sac easement for the SOUTHERN TERMINUS of the herein described centerline 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 S79°46'14"E, 9,525.59 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 N35°11'53"W, 2,579.57 feet;

THENCE, leaving the said cul-de-sac, with the said centerline, the following courses numbered (1) through (23):

- 1) N60°56'19"E, 32.26 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 2) 429.14 feet along the arc of the said curve to the left, having a radius of 590.92 feet and a chord which bears N40°08'02"E, 419.77 feet to the POINT OF TANGENCY;
- 3) N19°19'45"E, 2,012.94 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 4) 203.14 feet along the arc of the said curve to the left and having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;
- 5) N03°56'54"W, 110.33 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 6) 203.14 feet along the arc of the said curve to the left, having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY; N19°19'45"E 1140.17 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set in fence for the NORTHERN TERMINUS of the herein described centerline, same being a north line of the said SA Land Partners 1013.39 acre tract and a south line of that 797.247 acre tract conveyed to Glenn H. Kothmann by R. Burnell Bennett and wife, Nesbitt Bennett by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records and from which a 5" steel fence corner post found in the south line of the said Bennett 797.247 tract, a Northwest corner of the said SA Land Partners 1013.39 acre tract bears S70°08'49"E, 857.73 feet, and being a 60 foot wide access and utility easement, containing 5.78 acres of land. Surveyed November: 10, 2004 under the supervisions of Kelly Kilber, Registered Professional Land Surveyor Number 2219

Any plane taxiing over the easement Property shall have the right of way over any other vehicle or animal.



Lot Owners shall have no access to US Highway 281 directly from Lots 1, 33 or 34 or at the Northernmost access point to US Highway 281, identified as Crosswind Drive and being that portion of the easement lying and situated adjacent to Lots 1 and 34.

**ARTICLE III  
USE RESTRICTIONS FOR LOTS**

**3.01 Single Family Residential Construction**

Except as specifically set forth in these Declarations, all Tracts except common areas must be used for single family residential purposes and, except as expressly allowed herein, no building or structure shall be erected, placed, added or permitted to remain on any Tract other than one dwelling unit per each Tract. Such dwelling must have at least two thousand (2000) square feet of living area for one story homes and two thousand five hundred (2500) square feet of living area for two story homes, with at least one thousand two hundred fifty (1250) square feet, excluding porches, on the ground floor. All dwellings must be built with new construction material. All main residences must have a garage, which garage may be detached. All garages, which must be suitable for not less than two (2) automobiles, must be of the same general construction and materials as the main dwelling and located on the tract according to the Committee approved site plan. All garages must face the side or rear lot line and no carports shall be allowed. One guest/servants house may be built provided said guest/servants house contains no less than five hundred (500) square feet and is no more than one-half of the total square feet of the main house. Such guest/servants house must have prior written approval of the Architectural Control Committee and must be built after or while the main dwelling is being built. Barns, workshops and/or storage buildings may be constructed on the property prior to the main dwelling being built provided they are approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include either double wide or manufactured homes, or single wide mobile homes, or prefab houses regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. Any building, structure or improvements commenced on any tract shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date. No building or structure erected, altered or placed on, any Lot shall exceed the lesser of thirty-five (35) feet in height (measured from the ground to the top most part of the roof) nor be more than 2 -1/2 stories in height without the written consent of the Architectural Control Committee.

Notwithstanding anything contained in this Section 3.01, the dwelling currently existing in the subdivision located on Lot 38 shall be considered in compliance with these restrictions. If the owner of such dwelling desires to renovate, repaint or reconfigure the outside of the structure, such owner must get approval of the Association and such renovations, repainting and reconfiguration must comply with these restrictions, unless otherwise agreed to by the Association. Ordinary and typical repairs shall not be subject to the Association approval.

**3.02 Airplane Hangar and tie-downs**

Only those lots adjoining the airstrip shall be allowed to construct either (i) one hangar having floor area of no more than 4000 square feet inclusive of enclosed work shop area or



(ii) two hangars having floor area of no more than 4000 square feet total inclusive of enclosed work shop area. All hangars shall be placed behind the house, on the half of the lot adjoining the airstrip, shall be no more than 25 feet in height and shall be made of earth-tone metals or such other material as is approved by the Architectural Control Committee. Any outside tie-downs are limited to two (2) aircraft which shall be in airworthy condition.

The Owners of Lots 9-12, inclusive, shall be allowed to construct one hangar having floor area of no more than 2400 square feet inclusive of any enclosed workshop area. Such hangar shall be placed a minimum of 300 feet from the front property line, made of earth-tone metals, screened from view with natural vegetation, if possible and have doors that open either to the side or back property line. If it is not possible to screen the hangar from view with natural vegetation, then the portion of the hangar facing the front property line shall be constructed of no less than 100% masonry or masonry veneer, which masonry or masonry veneer shall match the house. No hangar shall be more than 25 feet in height.

Lot owners adjoining the airstrip who have constructed a hangar(s) may lease out such hangar, or hangar area, to other lot owners within the subdivision. No leases to non-lot owners shall be allowed without the approval of the Directors of the Association.

If the Owner of Lot 14 leases such lot to the Association for the purpose of constructing hangars, the Association or any sublessee, may construct up to eight hangars on such Lot.

### **3.03 Fuel Storage**

Individual above ground fuel storage systems may be constructed next to any hangar. The exact location and quantity of said fuel storage tank is subject to written approval by the Architectural Control Committee and must be shown on a formal site plan which is submitted to the Architectural Control Committee. All above ground tanks, pumps and vent pipes must be concealed or attractively screened. All submittals for approval of underground fuel storage must clearly present and show how the Owner will comply with required local, state and federal regulations governing storage tanks and the subsequent monitoring thereof. Aviation fuel shall not be commercially stored or dispensed on any Lot, except with the approval of the Association on the Common Area. No fuel storage areas shall be allowed on lots which do not have hangars.

### **3.04 Composite Building Site**

Any Owner of one or more adjoining Tracts (or portions thereof) may, with the prior written approval of the Architectural Control Committee, and with approval of the Blanco County Commissioner's Court, if required, consolidate such Tracts or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side setback lines shall be measured from the resulting side Property lines rather than from the Tract lines as indicated in these restrictions. Combined Lots shall nevertheless be considered as separate Lots for assessment purposes. Public utility and drainage easements are exempt from this provision.

### **3.05 Location of the Improvements upon the Tract**

Except for fencing and driveways, no building or improvement of any kind shall be located on Lots 1-6, 8-9, 11-12, 14, 16-19 and 21-38 nearer than one hundred (100) feet from any boundary line. No building or improvement of any kind, except for fencing and driveways,



shall be located on Lot 7 nearer than one hundred (100) feet from the east, west and south property line and no nearer than twenty-five (25) feet to the north boundary line. On Lot 10, no building or improvement of any kind, except for fencing and driveways, shall be located nearer than one hundred (100) feet from the north, east or south boundary line and no nearer than twenty-five (25) feet from the west boundary line. Except for fencing and driveways, no building or improvement of any kind shall be located on Lots 13 and 20 nearer than one hundred (100) feet from the north, south and west boundary line and no nearer than twenty-five (25) feet from the east boundary line. As to any tract, the Architectural Control Committee may waive or alter any such setback line, if the Architectural Control Committee in the exercise of the Architectural Control Committee's sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Further, the Architectural Control Committee may reasonably increase such setback lines adjoining the Airstrip if necessary for the use of the Airstrip. Any such increase, waiver or alteration must be in writing and recorded in the Official Public Records of Blanco County, Texas. Notwithstanding, the setback lines shall not apply to any area leased by the Association for the purpose of conducting aircraft activities.

### **3.06 Use of Temporary Structures**

No structure of a temporary character, whether trailer, motor home, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground. A property owner may use an RV, camper or motor home for camping purposes no more than seven (7) days out of a thirty (30) day period (i.e. no more than seven (7) consecutive days) and no more than twenty-eight days per year. An RV, motor home or camper may be used as a temporary residence during construction, provided an approved septic system has been installed and the RV, camper or motor home is placed behind the construction site and out of sight of any road. After the dwelling is complete an RV, camper or motor home may be stored on the tract provided it is stored in compliance with Section 3.21 of these restrictions. The Developer or the Committee shall have the right to have any RV or motor home found to be in violation of these restrictions removed and stored at the expense of the owner; and, for these purposes Developer and/or the representative of the Committee is granted express written consent to remove the same without penalty or offense.

Guests quarters located inside of a Barn which is constructed on the property shall be allowed so long as the guest quarters are not used as a permanent residence and are not rented for income. Such guest quarters may be used as the lot owner's temporary residence during the construction of the residence or as a "weekend getaway" for such lot owner prior to the construction of the residence.

The Developer reserves the exclusive right to erect, place and maintain a mobile home, camper or motor home in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. The Developer is not restricted by any of the above time constraints in this provision.



### **3.07 Repair of Buildings**

All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

### **3.08 Alteration or Removal of Improvements.**

Any construction, other than normal maintenance, which alters the exterior appearance of any improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Control Committee.

### **3.09 Roofing Materials**

The roof surface of all principal and secondary dwellings and garages shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature, composition shingles with a thirty (30) year or more warranty; or they may be metal, left natural or painted a color approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole. Roofs on all other structures must be approved by the Architectural Control Committee.

### **3.10 Construction in Place**

All improvements must be constructed using new materials and shall be built in place on the applicable Tract.

### **3.11 Color**

All exterior color schemes on any structure must be approved by the Architectural Control Committee prior to use.

### **3.12 Model Homes**

Notwithstanding anything herein contained, Builders shall be allowed to construct model homes as long as such model homes conform to these restrictions.

### **3.13 Masonry**

Each exterior wall of the main residence constructed on any lot shall be no less than seventy-five percent (75%) masonry or masonry veneer, inclusive of door, window and similar openings. Masonry and Masonry veneer includes stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas area as masonry. Notwithstanding this provision, houses constructed with logs and ranch or farm style houses constructed using hardiboard may be allowed with the prior written approval of the Architectural Control Committee, which approval shall be at the Architectural Control Committee's sole discretion.

### **3.14 Walls, Fences, and Mail Boxes**

Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee, must be constructed of new material, and, unless otherwise permitted by the Architectural Control Committee, must be constructed of masonry, wrought iron, wood,



metal, pipe, or ranch fencing with t-posts. Chain link fencing shall not be permitted, except for use as a dog run and only if such fencing is not visible from any street, adjacent property or common area. If wood fencing is used, such fences must have a minimum of three horizontal planks along the entire property line. If pipe fencing is used, such fences must have a minimum of three horizontal pipes along the front property line. All wooden fences must be painted or stained and the color of such paint or stain must be approved by the Architectural Control Committee. High fencing currently exists along the boundary line of the airstrip and of the Property. The owners of the Lots on which such fencing exists must maintain such fencing and keep the same in good repair. Owners of Lots adjacent to the airstrip or to Rolling Hills Drive may install a game proof gate in the fence adjoining the airstrip or Rolling Hills Drive. Such gate must remain closed except when being used for immediate ingress and egress. All individual mail boxes (if approved by the postal department) must be of masonry construction and approved by the Architectural Control Committee. No improvements, including fencing, shall be located closer than thirty (30) feet from the center to the road.

### **3.15 Agricultural and Wildlife Management Use**

The property, at the time of imposing these Restrictions, is under the 1-D-1 agricultural exemption for ad valorem tax valuation. It is the intention of the Developer for itself and, subsequently, for the Association, to maintain this valuation as allowed by Statute, on all lots, save building sites thereon, for the benefit of the Lot Owners in general, for as long as it is practical.

All Owners must participate in the Wildlife Management Property Association ("WMPA") in accordance with 34 TAC 1 Ch. 9 G §9.2001(a)(7). Owners agree to commit the primary use of their Lot to wildlife management. The purpose of the WMPA is to actively manage the Lots through the use of beneficial wildlife management practices to propagate a breeding, migrating, or wintering population of indigenous wildlife. Preparation, implementation and maintenance of active, meaningful wildlife and habitat management plans are the primary goals of the Association. By acceptance of their deed, all Owners agree to the following terms pertaining to the WMPA:

(a) Owners agree that 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. In the alternative, if the Owner wishes to submit or the Blanco County Appraisal District requires separate wildlife management plans from each Owner, the Owners agree to coordinate the writing of their wildlife management plans as further provided in Article IX of this Declaration and to share with the Association their final wildlife management plans filed with the Blanco County Appraisal District within 30 days of filing;

(b) Owners agree to fully implement their wildlife management plans as filed and acknowledge in any case that each Party is required to conduct at least three of the wildlife management practices outlined in the Property Tax Code §23.51(7) on



their Properties;

(c) Owners agree that any residential development that occurs on their property shall be secondary in nature to the principal use of wildlife management, shall not significantly or demonstrably interfere with the wildlife management practices and activities being conducted on the land, shall not be detrimental to the species targeted for management, and further agree that any residential development shall comply with any applicable legal limits established for WMPAs for Blanco County by Texas Administrative Code rule 9.2005(a); and

(d) Owners agree that Board appointed representatives shall have the right to inspect their Lot to ensure compliance with the WMPA, to implement wildlife management practices in the event of a breach of their WMPA plan, to enforce this restriction, and to recoup costs involved in enforcement, as further provided in this Declaration.

### **3.16 Driveways**

Within the first three hundred (300) feet of the lot, which three hundred feet begins at the front lot line, all driveways shall be constructed of asphalt, exposed aggregated finished concrete, concrete, chip and seal or brick pavers materials unless otherwise approved in writing by the Association. The Driveway shall begin where the paved portion of the road ends. All driveways must be shown on the plans submitted to the Association, completed no later than thirty (30) days after the completion of the main dwelling and approved prior to any construction commencing.

### **3.17 Antennas, Towers, and Satellite Dishes**

Antennas, towers, or satellite dishes of any kind shall not exceed ten feet above the roof of the Dwelling or Accessory Building whichever is higher. Any antennae, tower or satellite dish must be located to the side or rear of the Dwelling or Accessory Building and not within one hundred feet (100') of any side Property line or one hundred feet (100') of any rear Property line. The Committee must approve all antennas, towers or satellite dishes and may disapprove of any antennas, towers or satellite dishes which will disrupt the use of the Airstrip or create a danger to the users of the Airstrip. Nothing herein shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

### **3.18 Prohibition of Activities**

No Activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, and (c) nothing dangerous is present that should not be there. Nothing herein shall restrict "home offices" so long as the conditions of "a," "b" and "c" above are met. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what

constitutes a nuisance or annoyance. Noise caused by airplanes shall not be considered a nuisance.

### **3.19 Hunting**

Hunting, during hunting season and only with Bows and Crossbows shall be allowed, if in accordance with state law and county regulations. Except as set forth in Section 9.15, all other weapons and firearms are expressly prohibited. Target practice is expressly prohibited.

### **3.20 Garbage and Trash Disposal**

Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

### **3.21 Junked Motor Vehicles Prohibited**

No tract shall be used as a depository for abandoned or junked motor vehicles, boats or airplanes. No junk of any kind or character shall be kept on any Tract.

### **3.22 Trailers, RVs, Boats**

Except for the air plane tie downs allowed in Section 3.02, all airplanes, trailers, travel trailers, graders, recreational vehicles (RVs), trucks (other than pickups of a size one (1) ton or less), boats, tractors, campers, wagons, buses, motorcycles, motor scooters and lawn or garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view from common areas, public or private thoroughfares and adjacent properties.

### **3.23 Signs**

No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee. In addition to other signs which may be allowed by the Architectural Control Committee, the Architectural Control Committee shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent, and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the Tract owner's name or names. Model Home builders shall be allowed to place one professionally made signs, no larger than four feet by four feet (4' x 4') which is pre-approved by the Architectural Control Committee on the lot on which the house is being built. The term "professionally made sign does not include the plastic or metal pre-made "for sale" or "for rent" signs. No sign shall be nailed to a tree. Developer or any member of such Committee hereby reserves an easement across the property for the purpose of removing and shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions, and in