

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Blanco, Texas, this 24th day of April, 2004.

STATE OF TEXAS  
COUNTY OF BLANCO  
J. L. LIND, JUDGE OF THE COUNTY COURT  
J. L. LIND, JUDGE OF THE COUNTY COURT  
J. L. LIND, JUDGE OF THE COUNTY COURT

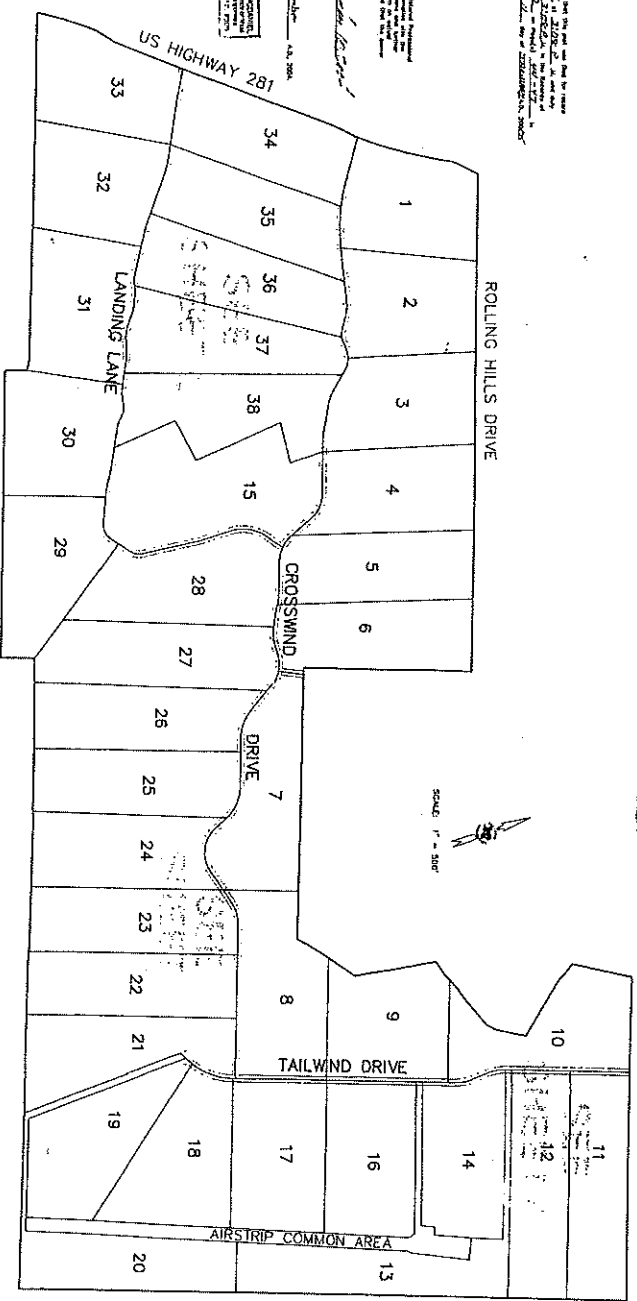
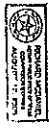
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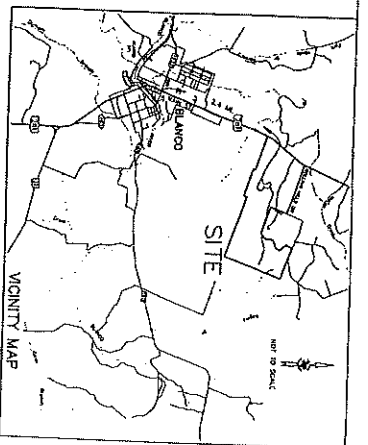
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A SUBDIVISION OF  
1013.71 ACRES OF LAND  
OUT OF THE  
THOMAS J. CALLIHAN SURVEY No. 6, A-94,  
NOEL MIXON LEAGUE & LABOR SURVEY No. 23, A-3  
BLANCO COUNTY, TEXAS  
37 RESIDENTIAL LOTS  
1 AMENITIES CENTER  
1 AIRSTRIP COMMON AREA

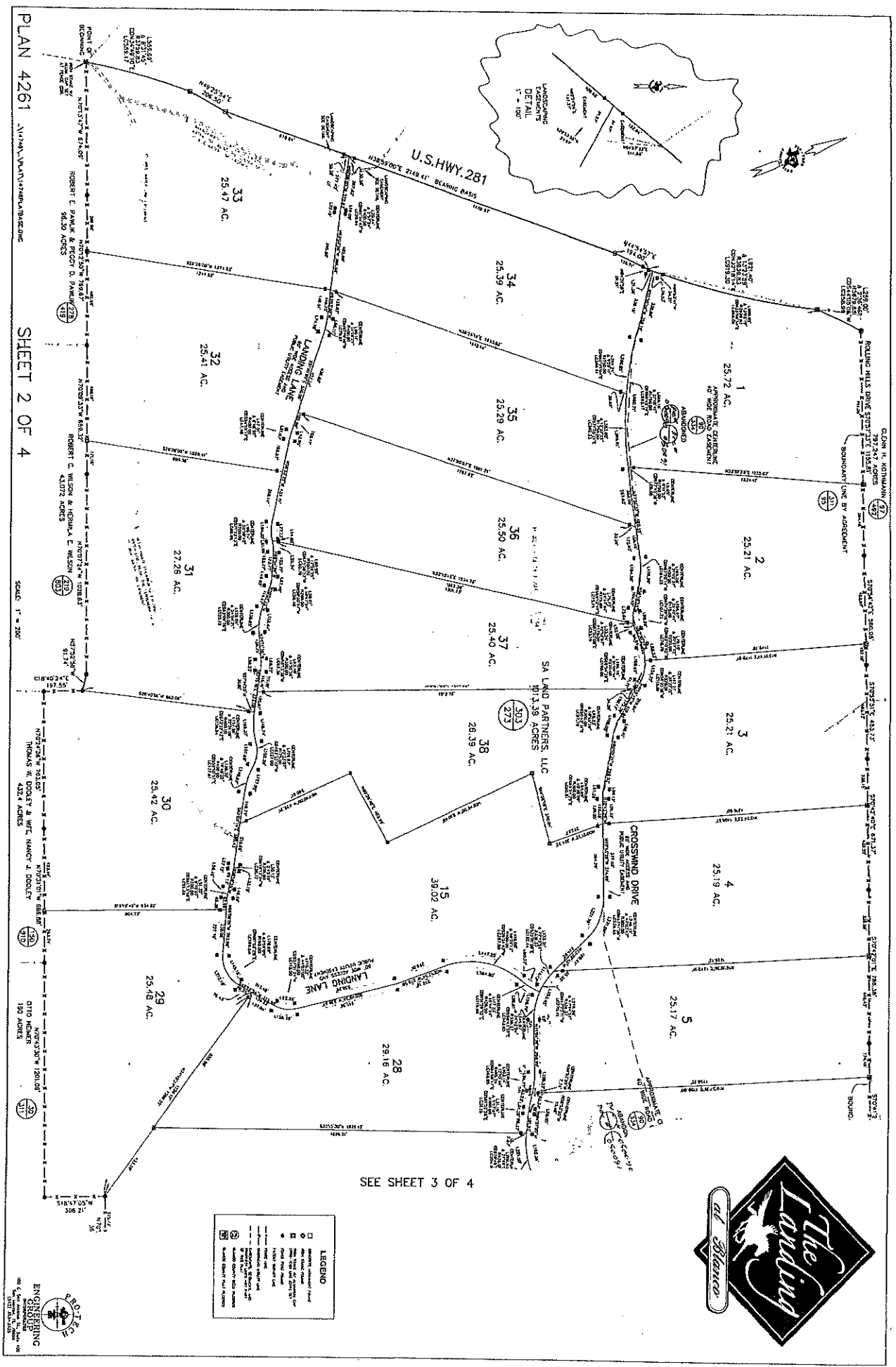


NOTICE: This map was prepared by the engineer for the purpose of showing the location of the proposed subdivision. It is not to be used for any other purpose. The engineer assumes no responsibility for the accuracy of the information shown on this map. The engineer's only obligation is to the client who has retained him to prepare this map. The engineer does not warrant the accuracy of the information shown on this map. The engineer's only obligation is to the client who has retained him to prepare this map.

PLAN 4261

SHEET 1 OF 4

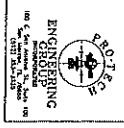




PLAN 4261  
SHEET 2 OF 4  
SCALE: 1" = 200'

SEE SHEET 3 OF 4

LEGEND	
[Symbol]	Survey Point
[Symbol]	Property Line
[Symbol]	Right of Way
[Symbol]	Water
[Symbol]	Other

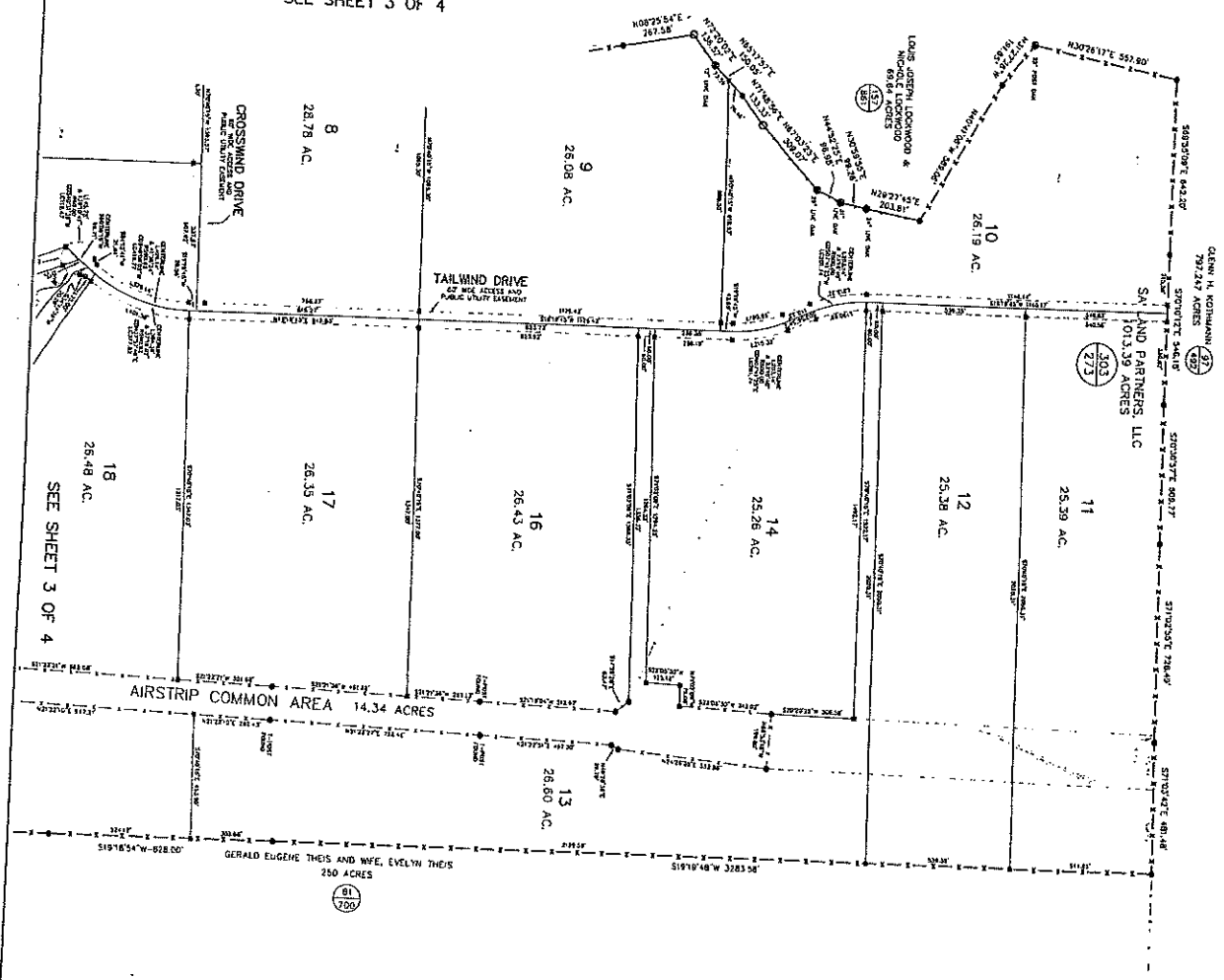


PLAN 4261



PLAN 4261

SEE SHEET 3 OF 4

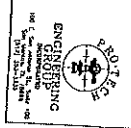


SHEET 4 OF 4

SCALE: 1" = 200'

**LEGEND**

- 1. Easement
- 2. Right of Way
- 3. Survey Line
- 4. Boundary Line
- 5. Easement
- 6. Right of Way
- 7. Survey Line
- 8. Boundary Line
- 9. Easement
- 10. Right of Way
- 11. Survey Line
- 12. Boundary Line
- 13. Easement
- 14. Right of Way
- 15. Survey Line
- 16. Boundary Line
- 17. Easement
- 18. Right of Way
- 19. Survey Line
- 20. Boundary Line



050093

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
THE LANDING AT BLANCO

STATE OF TEXAS

\*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

\*

This Declaration made on the date hereinafter set forth by SA LAND PARTNERS, LLC, a Delaware limited liability company, by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through its duly authorized General Partner, CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of Land located in Blanco County containing 1013.71 acres more or less, more fully described on the map and plat recorded in Volume 2, Page 44-47 of the Map and Plat Records of Blanco County, Texas, hereinafter referred to as "Property" or "Subdivision;" and,

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (hereinafter "Restrictions") upon and against the Property in order to establish a uniform plan for its development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of the Property; and,

WHEREAS, the development of the Property will include an air park, with its related airstrip, and runways and may include taxiways, hanger areas, fuel areas and other related activities. These features are essential to the development of the Property and the Lot owners are encouraged to use such facilities. Many of the Lots will be adjacent to the airfield and in the traffic pattern and there could be continual and various flying and aviation oriented activities conducted on such airfield. The Property has been created in order to provide an environment compatible with such activities which activities shall be considered as favorable to the welfare of the Property and not detrimental thereto.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. Developer also declares that the Property shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I  
DEFINITIONS

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

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

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

Section 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.

Section 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, or 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.

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

Section 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.

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

Section 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.

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

Section 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.

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

## ARTICLE II RESERVATIONS, EXCEPTION AND DEDICATIONS

Section 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.

Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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 "PRO-TECH 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;
- 2) N19°19'45"E, 2,012.94 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 3) 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;
- 4) N03°56'54"W, 110.33 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 5) 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

Section 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.

**Section 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.

**Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 3.10 Construction in Place. All improvements must be constructed using new materials and shall be built in place on the applicable Tract.

Section 3.11 Color. All exterior color schemes on any structure must be approved by the Architectural Control Committee prior to use.

Section 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.

Section 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.

Section 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.

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 by causing all or part of such lots to be leased for agriculture purposes 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. Notwithstanding, however, any Lot Owner may determine that they shall not be a part of this program, allowing for the Agricultural Exemption, by building a fence around his property, in accordance with this Section 3.14 and by terminating the grazing lease by and between Developer and THE LANDING AT BLANCO Property Owners Association in accordance with the terms of such lease. Unless a lot owner has specifically opted out of the program, 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 allowing the free range of animals in order to qualify the property under the Agriculture exemption.

**Section 3.15 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.

**Section 3.16 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 satellites 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.

**Section 3.17 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.

**Section 3.18 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.

**Section 3.19 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.

Section 3.20 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.

Section 3.21 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.

Section 3.22 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 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.

Section 3.23 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. 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.

Section 3.24 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.

Section 3.25 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.

Section 3.26 Re-subdivision. Except for the granting of easements or as required by Blanco County, no Tract shall be re-subdivided or split.

Section 3.27 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.

Section 3.28 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 apply with the Airstrip rules established by the Association.

ARTICLE V  
ARCHITECTURAL CONTROL COMMITTEE

Section 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.

Section 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.

Section 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.

Section 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.

Section 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

Section 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.

Section 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.

Section 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.

Section 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

Section 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.

Section 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.

Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

ARTICLE VIII  
DEVELOPER'S RIGHTS AND RESERVATIONS

Section 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.

Section 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.

Section 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.

Section 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.

Section 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

Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 9.05 Duty to Prepare Budgets.** The Association shall prepare budgets for the Association.

**Section 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.

**Section 9.07 Duty to Provide Annual Review.** The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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.

Section 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.

Section 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.

Section 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.

#### ARTICLE X GENERAL PROVISIONS

Section 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.

Section 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 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.

Section 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.

Section 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.

Section 10.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 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.

Section 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.

Section 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.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

SA LAND PARTNERS, LLC, a Delaware limited liability company

by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD.,  
a Texas Limited Partnership

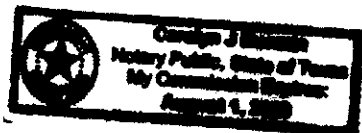
by CHARLES PATTERSON MANAGEMENT, LLC,  
a Texas limited liability company, General Partner

By:   
CHARLES D. PATTERSON, President

THE STATE OF TEXAS  
COUNTY OF HAYS

\*  
\*

This instrument was acknowledged before me on this the 11<sup>th</sup> day of January, 2005, by CHARLES D. PATTERSON, President of CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, as General Partner for SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership for SA LAND PARTNERS, LLC, a Delaware limited liability company, in the capacity therein stated, on behalf of said Company.



Carolyn J. Danca  
NOTARY PUBLIC, STATE OF TEXAS  
Notary's Name Printed:

My Commission Expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:  
BOB R. KIESLING, P.C.  
P. O. Box 311686  
New Braunfels, TX 78131-1686

PREPARED IN THE LAW OFFICE OF:  
BOB R. KIESLING, P.C.  
P. O. Box 311686  
New Braunfels, TX 78131-1686

Filed this 11 day of Jan, 2005  
3:16P M

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By Karen Newman Deputy

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
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 herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JAN 14 2005



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

062154

MANAGEMENT CERTIFICATE FOR  
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

1. The name of the Subdivision is THE LANDING AT BLANCO.
2. The name of the Association is THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION.
3. The plat of THE LANDING AT BLANCO is recorded in Volume 2, Pages 44-47, of the Map and Plat Records of Blanco County, Texas.
4. The Restrictions for THE LANDING AT BLANCO are recorded in Volume 0311, Page 932, Official Public Records, Blanco County, Texas.
5. The address for THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION is \_\_\_\_\_. The person managing the Association is \_\_\_\_\_. His address is \_\_\_\_\_.

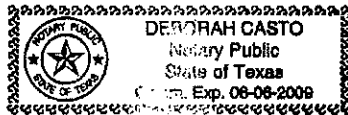
THE LANDING AT BLANCO  
PROPERTY OWNERS ASSOC.  
3238 US HWY 281 N BOX 1  
BLANCO, TX 78606

THE LANDING AT BLANCO  
PROPERTY OWNERS ASSOCIATION

By: William A. Brooksback III  
Printed Name: William A. Brooksback III  
Title: V.P. Landing P.O.A.

STATE OF TEXAS  
COUNTY OF Blanco

This instrument was acknowledged before me on this the 10 day of May, 2006, by Ken Brooksback, \_\_\_\_\_ of THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, in the capacity therein stated, on behalf of said Corporation.



Deborah Casto  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:  
BOB R. KIESLING, P.C.  
P.O. Box 311686  
New Braunfels, Texas 78131-1686

PREPARED IN THE LAW OFFICE OF:  
BOB R. KIESLING, P.C.  
P.O. Box 311686  
New Braunfels, Texas 78131-1686

Filed this 31 day of May 2006  
10:11 A.M.

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By Quinn M. Hall Deputy

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Any provisions herein which restricts the sale, rental or use of the described property because of color of race is hereby rejected and is hereby voided under Federal law  
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 Real Property of Blanco County, Texas on

JUN 06 2006



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

062153

Filed this 31 day of May 2006  
10:09 A.M.

KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By Julia M. Hall Deputy

**ARCHITECTURAL CONTROL TRANSFER**

STATE OF TEXAS \*

COUNTY OF BLANCO \*

WHEREAS, thirty-five (35) Lots in the Subdivision known as THE LANDING AT BLANCO, which subdivision is more fully shown on a Plat recorded in Volume 2, Pages 44-47, of the Map and Plat Records of Blanco County, Texas, reference to which plat is made herein for all purposes, have been sold, conveyed, and/or placed under contract by SA LAND PARTNERS, LLC, a Delaware limited liability company, by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas Limited Partnership, acting herein by and through its duly authorized General Partner, CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, ("Developer") as of April 7, 2006 ("Control Transfer Date") and

WHEREAS, the Restrictions imposed upon said Subdivision, recorded under Clerk Document No. 050093, Volume 0311, Page 932, in the Official Public Records of Blanco County, Texas (the "Restrictions"), provides for transfer by the Developer by instrument transferring Architectural Control to the Architectural Control Committee of THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION (the "Committee") as of the Control Transfer Date.

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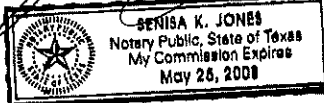
NOW, THEREFORE, Developer does hereby transfer and assign to the Committee,  
as of the Control Transfer Date, the authority to grant or withhold architectural control  
approval as provided by the Restrictions

EXECUTED this 7 day of April, 2006.

SA LAND PARTNERS, LLC, a Delaware limited liability  
company, by SOUTHERLAND/GLEN WOOD  
DEVELOPMENT, LTD., a Texas limited partnership, by  
CHARLES PATTERSON MANAGEMENT, LLC, a  
Texas limited liability company, General Partner

By: JAY PATTERSON, Vice President

THE STATE OF TEXAS  
COUNTY OF Carl



April This instrument was acknowledged before me on this the 7 day of  
April, 2006, by JAY PATTERSON, Vice President of CHARLES  
PATTERSON MANAGEMENT, LLC, a Texas limited liability company, as General Partner  
for SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership, on  
behalf of SA LAND PARTNERS, LLC, a Delaware limited liability company, in the capacity  
therein stated, on behalf of said Company.

Senisa K. Jones  
NOTARY PUBLIC, STATE OF TEXAS

Notary's Name Printed:

SENISA K. JONES

My Commission Expires: May 26, 2008

AFTER RECORDING RETURN TO:  
BOB R. KIESLING, P.C.  
P. O. Box 311686  
New Braunfels, TX 78131-1686

PREPARED IN THE LAW OFFICES OF:  
BOB R. KIESLING, P.C.  
P. O. Box 311686  
New Braunfels, TX 78131-1686

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law  
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 Real Property of Blanco County, Texas on

JUN 06 2006



*Karen Neuman*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**ADOPTING PAYMENT PLAN GUIDELINES  
AND APPLICATION OF PAYMENTS SCHEDULE**

The undersigned, Peggy Westerbeck, as the duly elected, qualified and acting Secretary of the The Landing at Blanco Property Owners Association, a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on June 13, 2015, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

**ADOPTION OF PAYMENT PLAN GUIDELINES  
AND APPLICATION OF PAYMENTS SCHEDULE**

WHEREAS, Section 209.0062 of the Texas Property Code (the "Code") provides that the Association must adopt reasonable guidelines to establish an alternative payment schedule by which a member of the Association may make partial payments to the Association for delinquent regular or special assessments or any other amount owed to the Association without accruing additional monetary penalties;

WHEREAS, Section 209.0063 of the Code sets forth an order of priority for payments made by the Association's members to the Association, which order of payment the Association is not required to follow with respect to payments made by members of the Association who are in default under a payment plan entered into with the Association; and

WHEREAS, the Board desires to adopt payment plan guidelines as required under Section 209.0062 of the Code, which guidelines shall additionally: (i) confirm the priority of payments made by the Association's members generally; and (ii) set forth the priority of payments with respect to payments made by members of the Association who are in default under a payment plan entered into with the Association.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the Payment Plan Guidelines and Application of Payments Schedule set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

Filed this 1 day of July, 2015  
2:00 P.M.

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
PAYMENT PLAN GUIDELINES AND  
APPLICATION OF PAYMENTS SCHEDULE**

Laura Walla  
County Clerk, Blanco County, Texas  
By Shelley Maly Deputy

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Blanco County, Texas.

By: *Peggy D. Westerbeck*  
Printed Name: PEGGY D. WESTERBECK

Title: Secretary

STATE OF TEXAS §

COUNTY OF BLANCO §

This instrument was acknowledged before me on June 18 2015, by PEGGY D. WESTERBECK, Secretary of the The Landing at Blanco Property Owners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

*Felicia A. Neigut*  
Notary Public Signature

**AFTER RECORDING PLEASE RETURN TO:**

Gregory S. Cagle  
4330 Gaines Ranch Loop, Ste. 150  
Austin, Texas 78735



VOL 510 PAGE 0334

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
PAYMENT PLAN GUIDELINES AND  
APPLICATION OF PAYMENTS SCHEDULE**



**EXHIBIT "A"**

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
PAYMENT PLAN GUIDELINES AND APPLICATION OF PAYMENTS SCHEDULE**

**APPLICATION OF PAYMENTS SCHEDULE**

In accordance with the terms of Section 209.0063 of the Texas Property Code (the "Code"), except for payments made to the Association by members who are in default under a Payment Plan Agreement with the Association (as provided below), a payment received by the Association from a member shall be applied to the member's account in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not associated solely with assessments or that could provide the basis for foreclosure;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

**PAYMENT PLAN GUIDELINES**

**1. Eligibility for Payment Plan**

A member of the Association who is delinquent in the payment of any regular or special assessments, or any other amounts owed to the Association, including costs of collection incurred by the Association (collectively, "Assessment Delinquency"), shall be entitled to enter into an installment payment plan with the Association providing for an alternative payment schedule by which the member may make partial payments to the Association for the Assessment Delinquency (each, a "Payment Plan Agreement"). Each such Payment Plan Agreement shall be in accordance with terms of these Payment Plan Guidelines and the requirements of Section 209.0062 of the Code.

Notwithstanding the foregoing, or any provision herein to the contrary, a member of the Association shall be ineligible to pay his or her Assessment Delinquency under a Payment Plan Agreement if such member has failed to honor the terms of a previous Payment Plan Agreement with the Association and it has been less than two (2) years since the member's default under the previous Payment Plan Agreement.

**2. Payment Plan Administrative Charges and Interest**

In addition to the Assessment Delinquency, a member of the Association who enters into a Payment Plan Agreement shall be required to pay to the Association reasonable costs associated with preparing the Payment Plan Agreement and administering the member's compliance with the Payment Plan Agreement (collectively, the "Payment Plan Administrative Charges"). A member of the Association who enters into a Payment Plan Agreement with the Association shall also be required to pay all interest due and payable on the member's Assessment Delinquency in accordance with applicable provisions of the Association's governing documents, which shall continue to accrue on the Assessment Delinquency during the term of Payment Plan Agreement.

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
PAYMENT PLAN GUIDELINES AND  
APPLICATION OF PAYMENTS SCHEDULE**

3. Available Payment Plan Schedules

The Association has established three alternative installment payment plan schedules (each, a "Repayment Schedule"). Any member of the Association who is eligible to enter into a Payment Plan Agreement with the Association shall be entitled to select from any of the Repayment Schedules that he or she qualifies for, which shall be based on the total amount of the Assessment Delinquency owed by the member at the time the Payment Plan Agreement is entered into. The three available Repayment Schedules are as follows:

(a) *Six-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$600 or less shall be qualified to select the Six-Month Repayment Schedule. Under the Six-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of six (6) months.

(b) *Twelve-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$601 - \$1,200 shall be qualified to select either the Six-Month Repayment Schedule or the Twelve-Month Repayment Schedule. Under the Twelve-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of twelve (12) months.

(c) *Eighteen-Month Repayment Schedule:*

Any member who owes the Association an Assessment Delinquency totaling \$1,201 or more shall be qualified to select either the Six-Month Repayment Schedule, the Twelve-Month Repayment Schedule or the Eighteen-Month Repayment Schedules. Under the Eighteen-Month Repayment Schedule, the member shall pay the Assessment Delinquency, plus any Payment Plan Administrative Charges and accrued interest, in equal monthly installments over a period of eighteen (18) months.

4. Payment Plan Agreement

Each Payment Plan Agreement shall be evidenced in writing and executed by both the member and a duly authorized representative of the Association (the "Payment Plan Agreement"). The Payment Plan Agreement shall specify the total amount of Assessment Delinquency owed, the total amount of Payment Plan Administrative Charges and interest to be paid under the Payment Plan Agreement, and the term of the Repayment Schedule.

5. Default of Payment Plan Agreement

Each payment due under any Payment Plan Schedule shall be due and payable on or before the first (1st) day of each month during the term of the Payment Plan Agreement. Time is of the essence with respect to payments under a Payment Plan Agreement and the obligation to pay each monthly payment on or before the first (1st) day of each month must be strictly complied with. If a monthly payment made pursuant to a Payment Plan Agreement is returned for insufficient funds and/or if a payment is received after the due day thereof, it shall constitute a material breach of the Payment Plan Agreement. In such event all unpaid amounts subject to the Payment Plan Agreement shall automatically, without any further

notice from the Association, be accelerated and shall be immediately due and payable in full to the Association.

In such event, the member shall be considered in default of the Payment Plan Agreement until he or she pays the full amount of the Assessment Delinquency, Payment Plan Administrative Charges and accrued interest subject to the Payment Plan Agreement to the Association (the "**Payment Plan Default Period**"). In addition, the defaulting member shall be liable for all costs of collection, including attorneys fees, incurred by the Association to collect any remaining unpaid amounts subject to the Payment Plan Agreement, which shall be added to and included within the Assessment Delinquency that must be paid by the defaulting member to the Association under such Payment Plan Agreement. Any payments received by the Association from a member of the Association who is in default under a Payment Plan Agreement with the Association during a Payment Plan Default Period shall be applied to the member's debt or account in the following alternative order of priority:

- (1) any attorney's fees or third party collection costs incurred by the Association in connection with collection of the member's debt;
- (2) any other fees and expenses reimbursable to the Association in connection with collection of the member's debt;
- (3) any late charges and interest due by the member;
- (4) any delinquent assessment;
- (5) any current assessment;
- (6) any other amount owed to the Association (excluding fines); and
- (7) any fines assessed by the Association.

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

JUL 01 2015



*Aura Weller*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
PAYMENT PLAN GUIDELINES AND  
APPLICATION OF PAYMENTS SCHEDULE

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
ADOPTING RECORDS PRODUCTION AND COPYING POLICY**

The undersigned, Peggy Westerbeck, as the duly elected, qualified and acting Secretary of The Landing at Blanco Property Owners Association, a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at the meeting of the Board held on June 13, 2015, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

**ADOPTION OF RECORDS PRODUCTION AND COPYING POLICY**

WHEREAS, Section 209.005(i) of the Texas Property Code (the "Code") provides that the Association must adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information required by the Association's members in accordance with the terms of Section 209.005 of the Code; and

WHEREAS, the Board desires to adopt such a records production and copying policy as required under Section 209.005(i) of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the records production and copying policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

[SIGNATURE PAGE FOLLOWS]

Filed this 1 day of July 20 15  
2:02 PM

Laura Walla  
County Clerk, Blanco County, Texas  
By Shelley K. Maloy Deputy

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
RECORDS PRODUCTION AND COPYING POLICY**

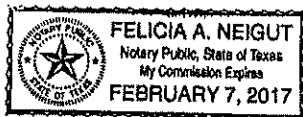
IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Blanco County, Texas.

By *Peggy D. Westerbeck*  
Printed Name: PEGGY D. WESTERBECK  
Title: Secretary

STATE OF TEXAS §

COUNTY OF BLANCO §

This instrument was acknowledged before me on June 18 2015, by PEGGY D. WESTERBECK, Secretary of the The Landing at Blanco Property Owners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.



*Felicia A. Neigut*  
Notary Public Signature

**AFTER RECORDING PLEASE RETURN TO:**

Gregory S. Cagle  
4330 Gaines Ranch Loop, Ste. 150  
Austin, Texas 78735

VOL 510 PAGE 0339

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
RECORDS PRODUCTION AND COPYING POLICY**

**EXHIBIT "A"**

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**RECORDS PRODUCTION AND COPYING POLICY**

**1. Books and Records subject to Production**

The Landing at Blanco Property Owners Association (the "Association") will make its books and records, including financial records, to the extent such books and records are in the possession, custody, or control of the Association, open to and reasonably available for examination by a member of the Association or a person designated in a writing signed by the member as the member's agent, attorney, or certified public accountant, in accordance with Section 209.005 of the Texas Property Code (the "Code"). A member is also entitled to obtain copies of the information contained in the Association's books and records.

Except as provided by Section 209.005(d) of the Code, an attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by a member or subject to production in a legal proceeding.

In accordance with the provisions of Section 209.005(k) of the Code, and except as otherwise authorized or required pursuant to Section 209.005(l) of the Code, the Association shall not release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files.

**2. Procedures for Requesting Inspection and/or Copying of Associations Records**

**(A) Request for Information:**

To inspect or obtain copies of the Association's records, a member of the Association or his or her designated representative (collectively, "Requesting Party") must submit a written request for information by certified mail to the Association at its or its designated representative's mailing address as reflected on the most current management certificate for the Association.

The written request for information must describe with sufficient detail the Association's books and records being requested and contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records without any advance inspection.

**(B) Inspection of Association's Books and Records:**

If an advance inspection of the Association's books and records is requested, within 10 business days from the date the Association receives the written request for information, the Association will send to the requesting party a written notice specifying the location and alternative dates that such party may inspect during normal business hours the requested books and records to the extent those books and records are in the possession, custody, or control of the Association. The inspection of the requested books and records shall take place at a mutually agreed upon time during normal business hours.

The alternative inspection dates proposed by the Association will be within 10 business days from its receipt of a request of information, unless the Association is unable to produce copies of the requested books and records and make them available for inspection within 10 business days from receipt of the request for information. In such event, the Association's written notice to the requesting party will notify

the requesting party that the Association is unable to produce the information within 10 business days from the date it received the request for information and it will specify alternative inspection dates that will occur no later than 15 business days after the date of the Association's written notice to the requesting party.

If the requesting party wants to obtain copies of any of the books and records produced for inspection, the requesting party must identify the books and records at the inspection that the Association is to copy and forward to the requesting party.

(C) Copying of Association's Books and Records:

If copies of identified books and records are requested without an advance inspection of such books and records or are requested following an inspection of such books and records, within 10 business days from the date the Association receives the written request or the date of the inspection (as applicable), it will, to the extent such books and records are in its possession, custody, or control, produce copies of the requested books and records for the requesting party.

If the Association is unable to produce copies of such requested books or records within 10 business days from the written request or inspection, it will provide written notice to the requesting party of its inability to produce the requested books and records within 10 business days and will state a date by which such copies of such requested books and records will be produced to the requesting party, which may not be more than 15 business days after the date of such notice.

The Association reserves the right to produce the requested books and records in hard copy, electronic form, or any other format reasonably available to it, and the manner of production shall be determined by the Association in its sole discretion.

3. **Responsibility for Records Production and Copying Charges**

A member of the Association who, or whose designated representative, submits a request for information to the Association (the "Requesting Member") shall be responsible for the costs, expenses and charges incurred by the Association in responding to such request for information from such member or his or her designated representative in accordance with the terms of the Texas Administrative Code Title 1, Section 70.3 (and any amendment, modification, update or increase of such terms) (the "Production and Copying Charges"). As of the effective date of the adoption of this Records Production and Copying Policy, the allowable Production and Copying Charges under Texas Administrative Code Title 1, Section 70.3 are as follows:

(A) Copy Charges:

(i) *Standard paper copy.* The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) *Nonstandard copy.* The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- |     |                 |              |
|-----|-----------------|--------------|
| (a) | diskette:       | \$1.00;      |
| (b) | magnetic tape:  | actual cost; |
| (c) | data cartridge: | actual cost; |

(d)	tape cartridge:	actual cost;
(e)	CD:	\$1.00;
(f)	DVD:	\$3.00;
(g)	JAZ drive:	actual cost;
(h)	other electronic media:	actual cost;
(i)	VHS video cassette:	\$2.50;
(j)	audio cassette:	\$1.00;
(k)	oversize paper copy:	\$.50;
(l)	specialty paper:	actual cost.

(B) Labor Charges:

The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(C) Overhead Charge:

Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: labor charge for locating, compiling, and reproducing, \$15.00 x .20 = \$3.00.

(D) Remote Document Retrieval Charge:

If the Association has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the Association, the boxes must still be searched for records that are responsive to the request, a labor charge may be charged as provided above.

(E) Miscellaneous Supplies:

The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(F) Postal and Shipping Charges:

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

4. **Advance Payment of Production and Copying Charges**

The Association requires advance payment of the estimated amount of Production and Copying Charges to be incurred in responding to a request for information, which will be estimated by using the amounts prescribed by the Records Production and Copying Policy. Within 30 business days from the date the requested information is delivered to the requesting party, the Association will submit a final invoice to the Requesting Member for the actual amount of Production and Copying Charges incurred by the Association in responding to such request for information ("Final Invoice").



If the estimated amount of Production and Copying Charges exceeds the actual amount of such charges, as reflected in the Final Invoice, the Requesting Member shall be entitled to a refund of the excess amount, and the Association will send payment of such excess amount to the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member.

If the actual amount of Production and Copying Charges, as reflected in the Final Invoice, exceeds the estimated amount of such charges, the additional amount of Production and Copying Charges incurred by the Association must be reimbursed by the Requesting Member within 30 business days from the date the Final Invoice is sent to the Requesting Member. If the Requesting Member does not timely reimburse the Association the additional amount of Production and Copying Charges, such amount shall be added to the Requesting Member's account as an assessment.

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 herein by me and was duly RECORDED in Official  
Public records of Blanco County, Texas on

JUL 01 2015



*Juana Valdez*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**CERTIFIED RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**ADOPTING DOCUMENT RETENTION POLICY**

The undersigned, Peggy Westerbeck, as the duly elected, qualified and acting Secretary of the The Landing at Blanco Property Owners Association, a Texas nonprofit corporation (the "Association"), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the "Board") at a meeting of the Board held on June 13, 2015, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

**ADOPTION OF DOCUMENT RETENTION POLICY**

WHEREAS, Section 209.005(m) of the Texas Property Code (the "Code") provides that the Association must adopt and comply with a document retention policy that includes, at a minimum, the items specified in Section 209.005(m) of the Code; and

WHEREAS, the Board desires to adopt such a document retention policy as required under Section 209.005(m) of the Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts the document retention policy set forth on Exhibit "A", attached hereto and incorporated herein by reference.

BE IT RESOLVED, FURTHER, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the actions referred to therein.

BE IT RESOLVED, FURTHER, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred hereby are hereby ratified, confirmed and approved as the act and deed of the Association.

Filed this 1 day of July, 2015 [SIGNATURE PAGE FOLLOWS]  
2:04 P.M.

Laura Walla  
County Clerk, Blanco County, Texas

By Shelley K. Moley Deputy

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
DOCUMENT RETENTION POLICY**

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IN WITNESS WHEREOF, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective upon the recording of this document in the Official Public Records of Blanco County, Texas.

By: Peggy D. Westerbeck  
Printed Name: PEGGY D. WESTERBECK  
Title: Secretary

STATE OF TEXAS §

COUNTY OF BLANCO §

This instrument was acknowledged before me on June 18 2015, by PEGGY D. WESTERBECK, Secretary of the The Landing at Blanco Property Owners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.



[seal]

Felicia A. Neigut  
Notary Public Signature

**AFTER RECORDING PLEASE RETURN TO:**

Gregory S. Cagle  
4330 Gaines Ranch Loop, Ste. 150  
Austin, Texas 78735

**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
DOCUMENT RETENTION POLICY**

VOL 510 PAGE 0345

## EXHIBIT "A"

### DOCUMENT RETENTION POLICY

#### 1. INTRODUCTION

##### 1.1 Scope

This Document Retention and Destruction Policy (this "Policy") applies to the The Landing at Blanco Property Owners Association, a Texas non-profit corporation (the "Association"), the Association's manager (the "Manager"), the Association's employees and the Association's Board of Directors (the "Board").

Documents and records maintained by the Association's legal counsel are not subject to this Policy.

##### 1.2 Purpose

This Policy is created to establish guidelines for identifying, retaining, storing, protecting and disposing of the Association's books, records and other documents in the Association's possession and to ensure that the Association adheres to legal and business requirements in an efficient and cost-effective manner. For purposes of this Policy, the term "Records" means any documentary material which is generated or received by the Association in connection with transacting its business or is related to the Association's legal obligations. The Records include, among others, writings, drawings, graphs, charts, photographs, tape, disc, audio recordings, microforms, and other electronic documents from which information can be obtained or translated such as electronic mail, voice mail, floppy disks, hard discs and CD ROMs.

##### 1.3 Policy

- A. It is the Association's policy to maintain complete and accurate copies of Records. Records are to be retained by the Association for the period of their immediate use, unless longer retention is required for historical reference, contractual or legal requirements, or for other purposes as set forth in this Policy.
- B. Records that are no longer required, or have satisfied their recommended period of retention, are to be destroyed in an appropriate manner.
- C. Unless otherwise directed by legal counsel, Records may be scanned and maintained in an electronic format.
- D. The Manager, or in the event there is no Manager, the Association's Secretary, is responsible for ensuring that the Association's Records are identified, retained, stored, protected and subsequently disposed of, in accordance with the guidelines set forth in this Policy.

##### 1.4 Board Members

The Association does not require members of the Board to maintain any Records that were generated by the Association. However, if a Board member receives Records relating to the Association which were not generated by the Association or not received through the Association, the Board member must send the originals of such Records to the Manager or Secretary of the Association (as is applicable) to be maintained in the Association's books and records.

When a Board member ceases to be a Board member, such Board member shall turn over to the Manager or the Secretary of the Association (as is applicable) all Records and files relating to the business of the Association which are not otherwise in the Association's books and records.

### 1.5 Annual Purge of Files

The Manager or Secretary of the Association (as is applicable) shall conduct an annual purge of files from the Association's books and records. The annual purge of files is to be conducted during the first quarter of each calendar year.

### 1.6 Destruction Procedure

If the Records to be destroyed are of public record, it is recommended that they be recycled. If recycling is not possible, such Records may be placed in a trash receptacle.

If the Records to be destroyed are not of public record, they should only be recycled if their confidentiality can be protected; otherwise, such Records should be destroyed in a manner that ensures the information contained thereon remains confidential.

### 1.7 Miscellaneous

Copies of any Records may be destroyed, provided that an original is maintained in the Association's books and records or is otherwise not required to be maintained pursuant to this Policy.

### 1.8 Onset of Litigation

At the onset of litigation, or if it is reasonably foreseeable that litigation may be imminent, all Records potentially relevant to the dispute must be preserved.

At the direction of legal counsel, the Manager or Secretary of the Association (as is applicable) will advise the Board and any other person who may be in possession of Records of the matter and instruct them that all Records potentially relevant to such litigation must not be destroyed. At the conclusion of the litigation, as determined by legal counsel, the "hold" period will cease and the time periods otherwise provided in this Policy will recommence.

## 2. DOCUMENT RETENTION PERIODS

Set forth below is a chart detailing the required retention periods for Records of the Association. Records are grouped into five functional categories as set forth below. For purposes of this Policy, the term "Permanent" means that the retention period for that Record is for the life of the Association, and the term "Termination" means expiration of the term of the applicable Record. For example: "Termination + 4 years" means four (4) years beyond expiration of the term of such Record.

1. <u>Accounting Records</u>	<u>Retention Period</u>
Audit Reports	Permanent
Chart of Accounts	Permanent
Fixed Asset Purchases	Permanent
General Ledger	Permanent
Accounts Payable	7 yrs
Account Receivable	7 yrs
Expense Records	7 yrs
Financial Statements (Annual)	7 yrs
Inventory Records	7 yrs
Loan Payment Schedules	7 yrs
Tax Returns	7 yrs

<b>2. Bank Records</b>	<b>Retention Period</b>
Bank Reconciliations	7 Yrs
Bank Statements	7 Yrs
Cancelled Checks	7 Yrs
Electronic Payment Records	7 Yrs
<b>3. Governing Documents and Corporate Records</b>	<b>Retention Period</b>
Articles or Certification of Incorporation, Bylaws, Declaration and other Restrictive Covenants, including any amendments	Permanent
Rules and Regulations	Permanent
Policies and Guidelines	Permanent
Record of Actions of Board or Members taken by Written Ballot or Written Consent in Lieu of a Meeting	Permanent
Record Meeting Notice Waivers	Permanent
Business Licenses	Permanent
Contracts – Major	Permanent
Correspondence from Legal Counsel	Permanent
Leases/Mortgages	Permanent
Board Minutes and Resolutions	7 Yrs
Committee Minutes	7 Yrs
Member Meeting Minutes	7 Yrs
Contracts - Minor	Termination + 4 Yrs
Insurance Policies	Termination + 4 Yrs
Account Records of Current Association Members	5 Yrs
<b>4. Employee Records</b>	<b>Retention Period</b>
Benefit Plans	Permanent
Pension/Profit Sharing Plans	Permanent
Employee Files (ex-employees)	7 Yrs
Employment Taxes	7 Yrs
Payroll Records	7 Yrs
Employment Applications, Resumes, Ads, or Notices for Job Opportunities	3 Yrs
<b>5. Real Property Records</b>	<b>Retention Period</b>
Construction Records	Permanent
Warranties	Permanent
Leasehold Improvements	Permanent
Real Estate Purchases	Permanent
Lease Payment Records	7 Yrs

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

JUL 01 2015



*Yvonne Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

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151930

Filed this 22nd day of July 2015  
10:52 A M

Laura Walla  
County Clerk, Blanco County, Texas  
By Carne Despain Deputy

**SECRETARY'S CERTIFICATE**

The undersigned Secretary of The Landing at Blanco Property Owners Association (the "Association"), a Texas non-profit corporation, hereby certifies that the attached Bylaws of the Landing at Blanco Property Owners Association are the true and correct Bylaws of the Landing at Blanco Property Owners Association, Inc. unanimously approved by its Board of Directors on November 15, 2004.

The Landing at Blanco Property Owners  
Association

Peggy Westerbeck  
Peggy Westerbeck, Secretary

STATE OF TEXAS       §  
                                 §  
COUNTY OF BLANCO   §

THIS INSTRUMENT was acknowledged before me this 16 day of July, 2015 by Peggy Westerbeck, Secretary of The Landing at Blanco Property Owners Association.

Stephanie Aguilar  
Notary Public of Texas



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1  
THE BYLAWS OF  
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION



**BYLAWS  
OF  
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION  
A NONPROFIT CORPORATION**

**1. NAME AND LOCATION**

- 1.1 The name of the corporation is THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION.
- 1.2 The principal office of the corporation shall be located at 9670 Ranch Road 12, Wimberley, Texas 78676.

**2. DEFINITIONS**

- 2.1 "Association" shall mean and refer to **THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**, its successors and assigns.
- 2.2 "Common Area" shall mean all real property owned by or dedicated to the Association for the common use and enjoyment of the Owners.
- 2.3 "Declarant" shall mean and refer to SA LAND PARTNERS, LLC, a Delaware limited liability company, by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, its General Partner, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.
- 2.4 "Declarations" shall mean and refer to the Declarations of Covenants, Conditions, and Restrictions applicable to the Subdivision and now or hereafter of record in the Office of the County Clerk of Blanco County, Texas.
- 2.5 "Lot" shall mean and refer to any plot of land within the THE LANDING AT BLANCO Subdivision to be used as a Homesite.
- 2.6 "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declarations.
- 2.7 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision; provided, however, that the Seller under a recorded Contract for Deed shall be deemed the "Owner" of any such Lot until such time a Warranty Deed is given.
- 2.8 "Subdivision" shall mean and refer to that certain 1013.71 acres, more or less, of real property known as THE LANDING AT BLANCO together with any other

property developer may own or hereafter acquire and annex into THE LANDING AT BLANCO.

### 3. MEETINGS OF MEMBERS

- 3.1 **Annual Meetings.** The first annual meeting of Members shall be within one year from the Control Transfer Date. Subsequent annual meetings of Members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 o'clock p.m. If the day for the annual meetings of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.
- 3.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or on written request of Members who are entitled to cast one-fourth of all votes.
- 3.3 **Notice of Meetings.** Except as provided in the Declarations, written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than fifty (50) days before such meeting to each Member entitled to vote thereafter, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice, by publishing in a weekly Blanco County newspaper notice of the meeting for at least two (2) consecutive weeks prior to said meeting, or by posting such notice in a conspicuous location, such as at the entry of the Subdivision. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.
- 3.4 **Quorum.** The presence at the meeting, in person or by proxy, of Members entitled to cast twenty percent (20%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declarations, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.
- 3.5 **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable and shall have a duration of no longer than one year unless otherwise specified on the face of the proxy. The proxy of any power shall automatically terminate on conveyance by the Member of his Lot.

### 4. MEMBER VOTING RIGHTS

- 4.1 **Voting Member.** Any Member who is current in the payment of any and all assessments due to the Association and is not otherwise in default under any of the

subdivision restrictions shall be allowed to vote at any and/or all meetings.

- 4.2 **Nonvoting Members.** Any Member who is not current in the payment of any assessment due to the Association or is in default under any of the subdivision restrictions shall not be allowed to vote at any meeting until such payment is made in full or such default is cured.

5. **BOARD OF DIRECTORS - TERM OF OFFICE; FIRST ELECTION; REMOVAL**

- 5.1 **Number.** A Board of three (3) Directors, who need not be Members of the Association, shall manage the affairs of the Association.
- 5.2 **Term of Office.** The initial Board of Directors shall serve until the Control Transfer Date (as defined in the Restrictions) occurs. Upon the Control Transfer Date, the Developer shall appoint the Board of Directors. The Directors shall be classified with respect to the time for which they hold office by dividing them into three classes, each class consisting of one Director, and each Director shall hold office until his successor shall be elected and shall qualify. At the first annual meeting of the Members, the Director in the first class shall be elected for a one (1) year term; the Director in the second class shall be elected for a term of two (2) years; the Director in the third class shall be elected for a term of three (3) years; and at each annual election thereafter the successors to the class whose term shall expire that year shall be elected to hold office for the term of three (3) years, so that the term of office of one class shall expire in each year.
- 5.3 **Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.
- 5.4 **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

6. **BOARD OF DIRECTORS - NOMINATION AND ELECTION**

- 6.1 **Nomination.** Nomination for election to the Board of Directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

- 6.2 **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## 7. **BOARD OF DIRECTORS - MEETINGS**

- 7.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held annually on the first day of February without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.
- 7.2 **Special Meetings.** Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.
- 7.3 **Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

## 8. **BOARD OF DIRECTORS - POWERS AND DUTIES**

- 8.1 **Powers.** The Board of Directors shall have power to:
- 8.1.1 Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations;
- 8.1.2 Suspend the voting rights and right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days; for infraction of published rules and regulations;
- 8.1.3 Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the Declarations, Articles of Incorporation, or by other provisions of these Bylaws;
- 8.1.4 Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings

of the Board of Directors;

8.1.5 Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties;

8.1.6 Lease the Common Areas to Members and Nonmembers for temporary function such as parties, weddings, reunions, etc. The Board of Directors shall not have the Power to Lease the Clubhouse and/or pool so as to exclude the Members from such Common Areas for more than one weekend per month or more than ten days in any one month. A Weekend shall begin at 5:00 p.m. on Friday night and end on 5:00 p.m. on Sunday night.

8.2 **Duties.** It shall be the duty of the Board of Directors to:

8.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is required in writing by the Members entitled to cast one-fourth of the votes thereat;

8.2.2 Supervise all officers, agents, and employees of the Association and see to it their duties are properly performed;

8.2.3 (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

8.2.3 (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

8.2.3 (3) As an option to enforce the lien, foreclosure of same against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.

8.2.4 Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

8.2.5 Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

8.2.6 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

8.2.7 Cause the Common Area to be maintained.

9. **OFFICERS AND THEIR DUTIES**

- 9.1 **Enumeration of Offices.** The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, and a Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create.
- 9.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members.
- 9.3 **Term.** The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.
- 9.4 **Special Appointments.** The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time, determine.
- 9.5 **Resignation and Removal.** Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 9.6 **Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.
- 9.7 **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person.
- 9.8 **Duties.** The duties of the officers are as follows:
- 9.8.1 **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall co-sign all checks and promissory notes.
- 9.8.2 **Vice President.** The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- 9.8.3 **Secretary.** The Secretary shall record the votes and keep the minutes of all

meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

- 9.8.4 **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular meeting of Members.

## 10. COMMITTEES

- 10.1 The Association shall have an architectural committee, as provided in the Declarations, and a nominating committee as provided in Article 6 of these Bylaws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.
- 10.2 **Term.** The initial Board of Directors shall serve as the Architectural Control Committee until the Control Transfer Date (as defined in the Restrictions). Upon the Control Transfer Date, the Developer shall appoint the Architectural Control Committee, which shall serve staggered three year terms, with the first member of the Architectural Control Committee being elected at the next annual meeting.

## 11. ASSESSMENTS

- 11.1 As more fully provided in the Declarations, each Member is obligated to pay the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his Lot.

## 12. BOOKS AND RECORDS; INSPECTION

- 12.1 The books, records, papers of the Association shall be subject to inspection by any

Member during ordinary business hours. The Declarations, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

13. **FISCAL YEAR**

- 13.1 The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

14. **AMENDMENTS**

- 14.1 These Bylaws may be amended by the Board of Directors at any annual or special meeting, or by the Members at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or proxy.

15. **CONFLICTS**

- 15.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the articles shall control; in the case of any conflict between the Declarations and these Bylaws, the Declarations shall control.

Unanimously adopted by the Board of Directors on the 15<sup>th</sup> day of November, 2004.

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

JUL 22 2015



*Juana Valdez*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

*[Signature]*  
CHARLES D. PATTERSON

*[Signature]*  
JAY PATTERSON

*[Signature]*  
CAROLYN DUNCAN



151931

**AFTER RECORDING RETURN TO:**

Gregory S. Cagle, Esq.  
Savrick Schumann Johnson  
McGarr Kaminski & Shirley, L.L.P.  
4330 Gaines Ranch Loop, Suite 150  
Austin, Texas 78735

Filed this 22nd day of July 2015  
10:54 AM

Laura Walla  
County Clerk, Blanco County, Texas  
By [Signature] Deputy

**AMENDMENT TO THE BYLAWS OF  
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

VOL 511 PAGE 0380

Cross reference to that certain Bylaws of The Landing at Blanco Property Owners Association, recorded at Document No. 151930 of the Official Public Records of Blanco County, Texas.

**AMENDMENT TO THE BYLAWS OF  
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**RECITALS:**

A. WHEREAS, The Landing at Blanco Property Owners Association (the "Association"), is a Texas nonprofit corporation and is governed by that certain Bylaws of The Landing at Blanco Property Owners Association, recorded at Document No. \_\_\_\_\_ of the Official Public Records of Blanco County, Texas (the "Bylaws").

B. WHEREAS, Section 14.1 of the Bylaws provides that it may be amended by the Members at a regular or special meeting of Members.

C. WHEREAS, in accordance with the foregoing requirements, the Secretary of the Association hereby certifies that the Members approved and adopted this Amendment to the Bylaws of The Landing at Blanco Property Owners Association at a regular meeting of the Members held on June 13, 2015.

NOW THEREFORE, the Bylaws are hereby amended as follows:

1. **Definitions.** Section 2.3 of the Bylaws is hereby deleted in its entirety
2. **Notice of Meetings.** Section 3.3 of the Bylaws is hereby deleted in its entirety and replaced with the following:
  - 3.3 **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to an Owner of each Lot entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.
3. **Voting Members.** Sections 4.1 and 4.2 of the Bylaws are hereby deleted in its entirety and collectively replaced with the following Section 4.1:
  - 4.1 **Voting Rights.** The voting rights of the Members shall be as set forth in the Declarations and in these Bylaws, and such voting rights provisions are specifically incorporated herein by this reference.
4. **Term of Office.** Section 5.2 of the Bylaws is hereby deleted in its entirety and replaced with the following:

- 5.2 **Term of Office.** The Directors shall be classified with respect to the time for which they hold office by dividing them into three classes, each class consisting of one Director, and each Director shall hold office until his successor shall be elected and shall qualify. At the first annual meeting of the Members, the Director in the first class shall be elected for a one (1) year term; the Director in the second class shall be elected for a term of two (2) years; the Director in the third class shall be elected for a term of three (3) years; and at each annual election thereafter the successors to the class whose term shall expire that year shall be elected to hold office for the term of three (3) years, so that the term of office of one class shall expire in each year.

5. **Regular Meetings.** Section 7.1 of the Bylaws is hereby deleted in its entirety and replaced with the following:

- 7.1 **Regular Meetings.** Regular meetings of the Board of Directors shall be held annually on the first day of February, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for such meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

6. **Notice of Board Meetings.** The following Section 7.4 is hereby added to the Bylaws:

- 7.4 **Notice of Board Meetings.** When notice of a meeting of the Board of Directors is required hereby or by applicable law, such notice shall be given in accordance with the requirements set forth in Section 209.0051(e) of the Texas Property Code or any successor statute.

7. **Powers of the Board.** Section 8.1.2 of the Bylaws is hereby deleted in its entirety and replaced with the following:

- 8.1.2 Suspend the right to use of the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

8. **Duty of Treasurer.** Section 9.8.4 of the Bylaws is hereby deleted in its entirety and replaced with the following:

- 9.8.4 **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks

and promissory notes of the Association~ shall keep proper books of account; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be available for inspection by each Member, and a report on which shall be given at the regular meeting of Members.

9. **Inspection of Books and Records.** Section 12.1 of the Bylaws is hereby deleted in its entirety and replaced with the following:

12.1 The Board of Directors shall make the books and records of the Association available for inspection and copying by any Member, or the duly appointed representative of any Member, in accordance with the requirements of Section 209.005 of the Texas Property Code or any successor statute. Except to the extent expressly prohibited by applicable law, the Board of Directors may establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

10. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bylaws. Unless expressly amended by this instrument, all other terms and provisions of the Bylaws remain in full force and effect as written, and are hereby ratified and confirmed.

11. **Effective Date.** This Amendment to the Bylaws of The Landing at Blanco Property Owners Association shall be effective upon its recording in the Official Public Records of Blanco County, Texas.

**SECRETARY'S CERTIFICATE**

The undersigned Secretary of The Landing at Blanco Property Owners Association (the "Association"), a Texas non-profit corporation, hereby certifies that this Amendment to the Bylaws of The Landing at Blanco Property Owners Association was approved by the Members of the Association at a meeting of the Members held on June 13, 2015.

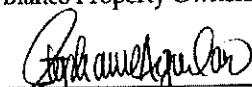
**The Landing at Blanco Property Owners  
Association**

  
Peggy Westerbeck, Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF BLANCO   §

THIS INSTRUMENT was acknowledged before me this 26 day of June, 2015 by  
Peggy 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

JUL 22 2015



  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

152220

Filed this 21 day of Aug 2015  
2:46 P.M.

Laura Walla  
County Clerk, Blanco County, Texas  
By Shelli K. Malley Deputy

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 tiedowns 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 hardboard 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 satellites 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

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.

### **ARTICLE VIII 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 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 facie 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**

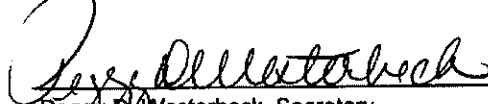
All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor 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.

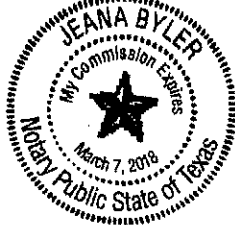
**THE LANDING AT BLANCO PROPERTY  
OWNERS ASSOCIATION**

  
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.

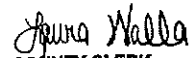


  
Notary Public of Texas

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

Filed this 5th day of June 2017  
12:00 p.m.

171615

SECRETARY'S CERTIFICATE

Laura Walla  
County Clerk, Blanco County, Texas  
By [Signature] Deputy

The undersigned Secretary of The Landing at Blanco Property Owners Association (the "Association"), a Texas non-profit corporation, hereby certifies that The Landing Runway Rules for The Landing at Blanco Property Owners Association was approved by the Members of the Association at a meeting of the Members held on June 11, 2016.

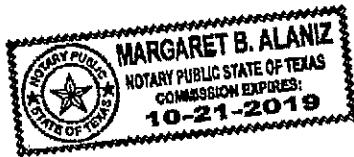
The Landing at Blanco Property Owners  
Association

[Signature]  
Peggy Westerbeck, Vice President for Larry Smith,  
Secretary

STATE OF TEXAS           §  
                                     §  
COUNTY OF BLANCO   §

State of Texas County of Blanco  
Sworn to and subscribed before me this 1st  
day of June 2017  
[Signature] Notary Public

THIS INSTRUMENT was acknowledged before me this 1st day of June, 2017 by Peggy Westerbeck, Vice President of The Landing at Blanco Property Owners Association.



[Signature]  
Notary Public of Texas



## The Landing Runway Rules

Approved June 11, 2016

1. The runway is only for the use of Lot owners and their guests.
2. Owners and guests who fly-in may tie-down planes in designated tie-down area adjacent to the runway for a period not to exceed forty-eight hours unless otherwise approved by the Association.
3. No vehicle, aircraft or other obstacle shall be parked on the runway.
4. Use of the airport is solely at the user's risk.
5. Host owners are responsible for advising their guest pilots in advance of these rules.
6. Any damage to airport facilities must be reported to the Board within 24 hours.
7. No modification, improvement or change to the airport, airport facilities, runway, taxiway (Airport Dr and Tailwind Dr north of airport Dr), ramp, gate, or fence may be made without prior approval of the Board.
8. No one may disable gate operations or any safety equipment or mechanisms or create a hazard to aircraft or runway operations without prior approval of the Board.

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

JUN 05 2017



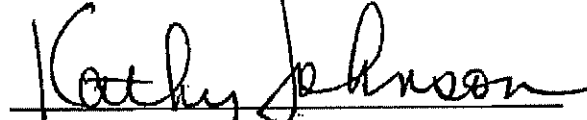
*Jaura Nalla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

181685

SECRETARY'S CERTIFICATE

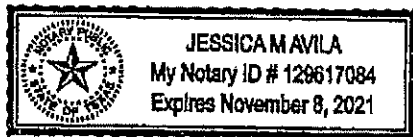
The undersigned Secretary of The Landing at Blanco Property Owners Association (the "Association"), a Texas non-profit corporation, hereby certifies that The Landing Hangar Lease for The Landing at Blanco Property Owners Association was approved by the Board of Directors of the Association on June 10, 2018.

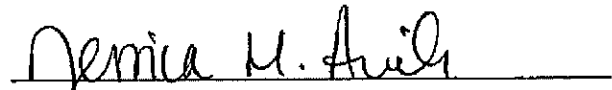
The Landing at Blanco Property Owners  
Association.

  
Kathy Johnson, Secretary, The Landing POA


STATE OF TEXAS       §  
                                     §  
COUNTY OF BLANCO   §

THIS INSTRUMENT was acknowledged before me this 11 day of June, 2018 by  
Kathy Johnson, Secretary of The Landing at Blanco Property Owners Association.



  
Notary Public of Texas

Filed this 11 day of June, 2018  
11:20 A.M.

Laura Walla  
County Clerk, Blanco County, Texas  
By  Deputy

## THE LANDING HANGAR LEASE

This hangar lease agreement (the "Lease") is entered into by and between THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, (the "Lessor") and \_\_\_\_\_, (the "Lessee").

### RECITALS

WHEREAS, Lessor owns that certain tract of land called "Revised Airstrip Common Area", The Landing at Blanco, as more fully described in Volume 2, Page 48 of the Map and Plat Records of Blanco County, Texas; and

WHEREAS, Lessee desires to lease Space \_\_\_, located on the Revised Airstrip Common Area, for the purposes of conducting aircraft related activities, including, but not limited to, constructing a hangar, storing aircraft, repairing aircraft and parking aircraft.

### AGREEMENT

NOW THEREFORE, for and in consideration of rental charges, covenants and conditions contained herein, the Lessee does hereby lease from the Lessor and Lessor does hereby lease to the Lessee the following Leased Property on the terms and conditions contained herein.

1. Leased Property Description. That certain tract described as "Space \_\_\_", "Revised Airstrip Common Area", The Landing at Blanco as more fully described in Volume 2, Page 48 of the Map and Plat Records of Blanco County, Texas, and as depicted in Exhibit A attached hereto and included for all purposes herein ("Leased Property").

2. Term. The term of this Lease shall be for a period of 99 years and commence on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and terminate on the \_\_\_ day of \_\_\_\_\_, 21\_\_\_. Lessee may terminate this Lease prior to the end of the Term by providing Lessor with 90 days written notice of such termination and by paying \_\_\_\_\_. Upon Lessor's receipt of Lessee's notice of termination, Lessor, at its sole discretion, shall elect to either (1) take possession and title to some or all of the improvements and fixtures on the Leased Property at no cost to Lessor; or (2) require Lessee to remove some or all of the improvements and fixtures on the Leased Premises and pay all costs involved for the removal.

3. Rental. The lease payments shall be \$\_\_\_\_\_ per year due and payable on the first day of January of each year. Such lease payments may be adjusted annually commencing January 1, 2025, in proportion to the National Consumer Price Index (CPI) as published by the United States Department of Labor, using the base index as of January 1, 2005. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to the Lessee by the Lessor thirty (30) days prior to the

effective date of the assessment. Lessee shall pay a \$50.00 per month late fee on any payment not paid by the due date.

4. Use of Leased Property. The Leased Property is to be used for the primary purpose of constructing an airplane hangar to be used solely by Lessee, while Lessee owns a lot in The Landing at Blanco, a subdivision more fully shown on plat recorded in Volume 2, Pages 44-47 of the Map and Plat Records of Blanco County, Texas ("The Landing"). The Leased Property may also be used for aircraft storage, aircraft parking, and other aircraft related activities. Only aircraft owned by the Lessee or other Landing owners may be stored in the Leased Property.

5. Hangar Specifications. Prior to commencing construction of the airplane hangar on the Leased Property (the "Hangar"), Lessee must submit plans and specifications to Lessor and its Architectural Control Committee for approval. The Hangar shall be constructed to the following specifications:

5.1 The Hangar shall be no more than sixty (60) feet in width and sixty (60) feet in length.

5.2 The Hangar must be manufactured by Mueller, Inc. or such other manufacturer as is approved by Lessor, which approval shall not be unreasonably withheld.

5.3 The outer walls and doors of the Hangar must be tan in color. The trim must be white.

5.4 The Hangar shall be no more than sixteen (16) feet in height, measured from the highest point on the ground to the highest point of the outside wall of the Hangar. The roof of the Hangar measured from the highest point on the ground to the highest point of the roof shall be no more than twenty-one (21) feet in height.

5.5 The door to the Hangar must be a bifold or similar folding door or hydraulic swing door. No doors shall be allowed which slide outside the hangar walls.

5.6 The Hangar designs, plans and proposed improvements require approval of the Architectural Control Committee of Lessor. Lessee is prohibited from construction of any improvements on the Leased Property without prior approval of the Architectural Control Committee of Lessor.

5.7 The Hangar must have concrete floors.

5.8 Construction on the Hangar must commence within 180 days of the Effective Date of this agreement and must be completed no later than one year after the Effective Date. If commencement and completion of construction of the Hangar does not comply with these timelines, this Lease will terminate and all improvements and fixtures will automatically become the property of Lessor, without any further action.

5.9 Lessee agrees and is responsible for the construction of the Hangar being done in compliance with all applicable city, state and federal rules, codes, ordinances and laws.

6. Ownership. This Lease is appurtenant to Lots 1-14 and 16-38 in The Landing (the "Lot" or Lots"). At such time as Lessee transfers, sells, or conveys, whether by written instrument or by operation of law, all of his property within The Landing and shall no longer own a Lot, Lessee shall assign this Lease to a qualified owner of a Lot within The Landing. If this Lease is not assigned within one (1) year after such transfer by Lessee, this Lease terminates. Upon said termination, Lessor, at its sole discretion, shall elect to either (1) take possession and title of some or all of the improvements and fixtures on the Leased Property at no cost to Lessor; or (2) require Lessee to remove some or all of the improvements and fixtures on the Leased Premises and pay all costs involved for the removal. This election by Lessor and the obligations on Lessee shall survive the termination provided in this Article 6. Notwithstanding, in the event of death of the Lessee (pilot) the surviving spouse may continue the terms of the lease if spouse remains an owner of a Lot at The Landing. Additionally, if the Lessee leaves a Lot within the Landing to his heirs, such heirs shall take the place of the Lessee hereunder.

7. Non-Exclusive Use: Lessee will have the right to the non-exclusive use, in common with others, of the parking areas, appurtenances and improvements as shown on the attached Exhibit A.

7.1 Rules and Regulations. Lessor shall have the right at any time to set forth rules and regulations to govern the taxiway, parking areas, and all common elements.

8. Additional Payments. All reimbursements by Lessee to Lessor provided for herein shall be made within thirty days of written demand by Lessor.

8.1 Septic. Lessor shall install a central septic system for use by all Hangar Lessees. Lessee shall have use of the septic system to be built. Lessee shall reimburse Lessor for its one-eighth share of any and all costs associated with the installation, maintenance or repair of the septic system.

8.2 Utilities. Lessee is responsible for obtaining all other necessary utilities from the utility company and paying all costs associated with the hook-up of such utilities. All utilities must be underground from the main line to the Hangar. Lessee shall obtain his own meter from the Electric Company and install his own underground lines from the meter to the Hangar. Lessee shall be responsible for his own electric bill.

8.3 Water. Lessee shall have use of water from the water well located on the Revised Airstrip Common Area; however, Lessee shall be responsible for testing the potability of the water along with paying all costs and fees for any water treatment or water softeners used by Lessee.

8.4 Taxiway/Ramp. Lessee shall reimburse Lessor for its one-eighth share of any and all costs associated with the maintenance or repair of the taxiway/ramp and aircraft parking area. The taxiway/ramp and aircraft parking area are identified on Exhibit A.

Additionally, the Lessee, as well as all other users of the airstrip are subject to Article IV, Section 4.02 of The Landing at Blanco Declaration of Covenants, Conditions and Restrictions. Lessee hereby agrees, acknowledges, and covenants that Lessee is subject to Article IV, Section 4.02 and has reviewed said provision prior to execution of this Lease.

9. Maintenance and Repairs. At its sole expense, Lessee shall keep all parts of the Leased Property, as determined at the sole discretion of Lessor, in good order and repair, painted, clean, sanitary and safe, including the replacement of equipment, and fixtures when necessary in order to maintain at all times a clean and sightly appearance. Lessee must also maintain on a regular basis its heating and cooling equipment, and repair and replace the same as necessary. If Lessee refuses or neglects to make repairs and/or maintain the Leased Property, or any part thereof, in a manner reasonably satisfactory to Lessor, Lessor will have the right (but not the obligation), upon giving Lessee thirty days written notice of its election to do so, to make such repairs or replacements or perform such maintenance on behalf of and for the account of Lessee. Such cost is payable to Lessor by Lessee on demand as additional rent. The obligation to repair includes the obligation to replace when necessary. Replacement must be with new items or materials and be of a quality equal to or better than those originally employed, and be performed in accordance with the then existing federal, state and local laws, rules, statutes, regulations, ordinances, permits, orders, decrees, and guidelines pertaining thereto.

9.1 Inspections. Lessor shall have, at all times during normal business hours, the right to enter into the Leased Property and inspect the Leased Property for Lessee's compliance with its obligations under this Lease. Lessor shall provide at least 24 hours' notice before any inspection except in cases of emergency. Notice under this paragraph shall be sufficient if prominently posted on the Hangar on the Leased Property 24 hours prior to the inspection.

10. Fuel/Oil. Lessee shall not spill or drain any oil, gas or other fluids on the Leased Property. All gasoline, oil and other fluids shall only be stored in proper, leak-proof containers in accordance with and pursuant to all of the laws, rules, and regulations of all federal, state and local agencies.

11. Aircraft. Aircraft is defined herein for the purpose of this lease as being capable of flight with at least one occupant. An aircraft is for personal use of the Lessee and does not include drones or remote control vehicles capable of flight. Lessee shall supply Lessor with the make, N-number and color of the Aircraft(s) being stored on the Leased Property. Lessee covenants and agrees that the Leased Property shall be used only for the above referenced Aircraft(s). Lessee shall immediately notify Lessor if a different Aircraft(s) is to be stored on the Leased Property.

12. Sublease. Lessee may not sublease the Leased Property, except to another qualified Lot owner in The Landing subdivision, without the written permission of Lessor.

13. Hazardous Materials. Lessee acknowledges that if any hazardous materials or substances are manufactured, placed, discharged, released, disposed of or stored on the Leased Property, Lessee shall defend, indemnify and hold harmless Lessor and Lessee shall further be liable for the cost of any damages caused by such materials, fines levied by authorities having jurisdiction over such materials, costs associated with the property disposal or clean-up of such materials, and costs and expenses such as insurance and/or fee increases caused by such materials. This indemnity shall survive termination of this Lease.

Lessee shall give prompt written notice to Lessor of any proceeding or inquiry by any governmental authority with respect to the presence of any hazardous, toxic or dangerous waste, substance or material on the Leased Property or the migration thereof from or to other property and all claims made or threatened by any third party against Lessee or the Leased Property relating to any loss or injury resulting from any hazardous, toxic or dangerous waste, substance or material.

14. As-Is. Lessee takes the Leased Property "As-Is", "Where-Is" and with all faults. Lessor makes no warranties or representations as to the fitness of the Leased Property for any particular use.

15. Liens: Lessee will not permit any mechanic's lien or any other liens, encumbrances, claims or charges to be placed on the Leased Property, on the Hangar, on the improvements thereon, on Lessor's interest therein, or upon Lessee's leasehold interest therein, during the Term of this Lease. In the event of the filing of any such lien, encumbrance, claim or charge, Lessee must promptly have same removed. Lessee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of labor performed or materials furnished in connection with any work performed on the Leased Property and that it will save and hold Lessor harmless from and defend Lessor against any and all loss, cost or expense based on or arising out of asserted claims, liens, encumbrances or charges against the leasehold estate or against the interest of Lessor in the Leased Property, the Hangar or under the terms hereof. Lessee agrees to give Lessor immediate written notice of the placing of any lien, charge, claim or encumbrance against the Leased Property, or any improvement constructed thereon.

16. Use Restrictions. Any Hangar constructed on the Leased Property shall be used only for parking and storage of aircraft and related accessories and are not to be used as commercial workshops, commercial repair shops or commercial maintenance shops. Commercial welding, spray painting, chemical removal of paint and major aircraft repairs are prohibited on the Leased Property. Other non-aviation vehicles or equipment may be stored as long as an acceptable aircraft is stored in the hangar.

17. Heaters. Kerosene or gas fire heaters or any type of open flame heaters or apparatus are prohibited on the Leased Property.

18. Engines. Aircraft engines shall not be started or ran inside a Hangar at any time for any reason.

19. Insurance. Lessee shall maintain, in full force and effect during the term of this Lease, a policy of aircraft liability, including premises liability, insurance with a minimum limit of \$1,000,000.00 each occurrence for bodily injury and property damage. The insurance shall name the Lessor as an additional insured for the full amount of the policy limits.

All insurance policies required herein shall contain a provision that written notice of cancellation or changes in coverage limits shall be delivered to Lessor thirty (30) days in advance. Lessee shall provide Lessor with proof of current insurance on the execution of this Lease and shall provide proof of insurance annually to Lessor.

20. Assignment. Except as set forth in Paragraph 6 above, Lessee shall not assign this Lease without the express written consent of the Lessor.

21. Breach of Lease by Lessee. The Lessee shall be deemed in default upon:

21.1 Failure to pay lease payments.

21.2 The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.

21.3 The commencement of a proceeding for dissolution or for the appointment of a receiver.

21.4 The making of an assignment for the benefit of creditors.

21.5 Violation of any restrictions in this Lease, or failure to keep any of the covenants within this Lease after written notice to cease such violation and failure to correct such violation within thirty days.

22. Remedies. Lessor's remedies for Lessee's default are to (1) enter and take possession of the Leased Property, after which Lessor may relet the Leased Property on behalf of Lessee and receive the lease payment directly by reason of the reletting, and Lessee agrees to reimburse Lessor for any expenditures made in order to relet; (2) enter the Leased Property and perform Lessee's obligations; (3) terminate this Lease by written notice and sue for damages; or (4) take any other action allowed by law.

23. No Waiver. It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in the Lease or provided by law. Lessor and Lessee have a duty to mitigate damages.



24. Lien. Lessee hereby acknowledges and gives Lessor a lien upon and pledges as collateral to Lessor in the case of default, all improvements, fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by Lessee on the Leased Property.

25. Indemnity. Lessee shall indemnify and hold harmless Lessor, its directors, officers, employees and agents from and against any and all claims arising from Lessee's use of the Hangar or from any activity, work or things done, permitted or suffered by Lessee in or about the Hangar and shall further indemnify and hold harmless Lessor, its directors, officers, employees and agents, from and against any and all claims arising from any breach or default in the performance of any obligation of Lessee or arising from any negligence of the Lessee or any of Lessee's agents, contractors, guests, invitees, Lessees or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereof; and in case any action or proceeding be brought against Lessor, its directors, officers, employees and agents, by reason of any such claim, Lessee shall defend Lessor, at Lessee's expense by counsel satisfactory to Lessor.

26. Termination of Lease. Upon termination of this Lease, Lessor may forthwith repossess the Leased Property and all improvements thereon and, if such termination is due to a breach by Lessee, Lessor shall be entitled to recover as damages a sum of money equal to the total of (1) the cost of recovering the Leased Property, (2) the cost of removing and storing Lessee's or any other occupant's property, (3) the unpaid rent and any other sums accrued hereunder at the date of termination, (4) a sum equal to the amount of rent due from the termination date to three years from such termination date, (5) the cost of restoring the Leased Property to the condition necessary to rent the Leased Property at the prevailing market base rental rate, normal wear and tear excepted, (6) Rent accruing subsequent to the date of termination pursuant to the holdover provisions of this Lease, (7) any increase in insurance premiums caused by the vacancy of the Leased Property and (8) any other sum of money or damages owed by Lessee to Lessor.

27. Cessation of Airport Operation. Lessor, regardless of the terms of this Lease, as a result of any orders of the State of Texas, the United States, or any other governmental instrumentality, may cease airport operations. Lessee acknowledges Lessor's right to cease operations and releases Lessor from any and all damage claims by Lessee against Lessor as a result of such cessation of operations. Subject to the orders of cessation, Lessee shall have a period of three (3) months free of any rents and fees in which to restore the Leased Property to its condition prior to this Lease. All costs associated with restoring the Leased Property to its condition prior to this Lease shall be paid by Lessee. Lessor shall not be liable to Lessee for any damages related to loss of use of the Lease Property due to action under this paragraph.

27. Successors in Interest. This Lease shall be binding on all heirs, assigns and successors.

28. Taxes. Lessee shall pay all taxes on improvements constructed by Lessee.

29. Attorney's Fees. In the event of any litigation or arbitration to enforce the provisions of this Agreement, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees as fixed by the Court.

30. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

31. Governing Law and Severability. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. All legal actions to improve or continue this Lease shall be instituted in the courts of Blanco County, Texas. If any provision hereof is invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

32. Notices. All notices required or permitted hereunder shall be in writing and may be given or served by depositing such notice with the United States postal service, certified mail with return receipt requested, postage prepaid, or by delivering same in person, addressed as follows:

Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices so mailed shall be effective on the date deposited with the United States postal service as required above. Notices given in any other manner shall be effective only if and when actually delivered at the address of the addressee. The place for notice may be changed by one party giving the other party written notice of such party's new address.

33. Laws and Regulations. The Lessee agrees to observe and obey all laws, ordinances, rules and regulations of the FAA, Blanco County and any and all other governmental authorities.

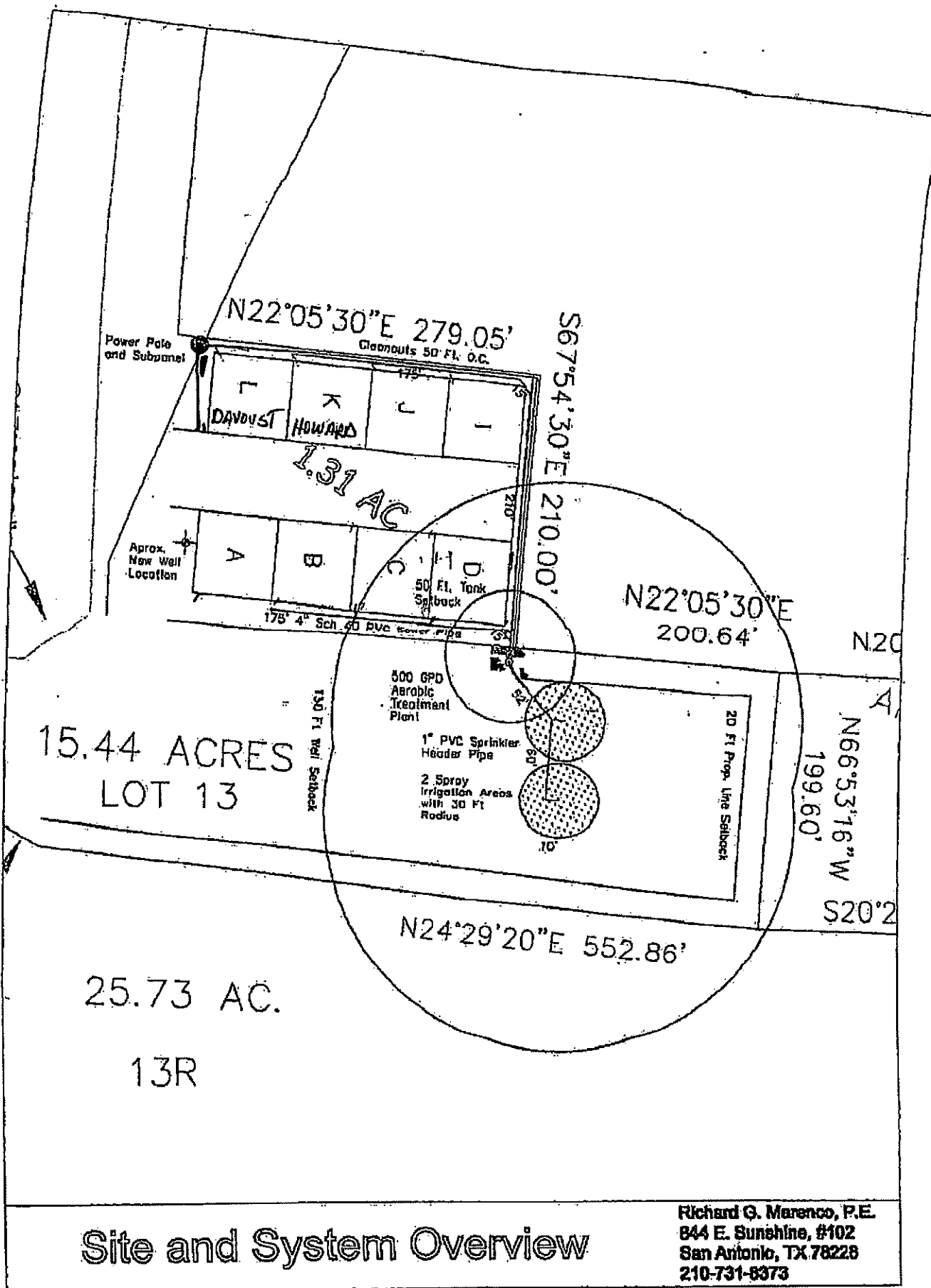
EFFECTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ (the "Effective Date").

LESSOR:  
The Landing at Blanco Property  
Owners Association, Inc.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:  
(Entity name, if any)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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

**JUN 11 2018**



*Jaura Nalla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

182155

# MANAGEMENT CERTIFICATE

This management certificate is filed in Blanco County in accordance with Section 209.004 of the Texas Property Code.

This management certificate certifies that Preferred Association Management Company is the managing agent for The Landing at Blanco Property Owners Association.

Name of the subdivision: The Landing at Blanco

Name of the association: The Landing at Blanco Property Owners Association

Recording data for the declaration: Document No. 151930 Vol 511 pgs 0371 - 0384, Official Public Records of Blanco County, Texas, Document No. 152220 Vol 512 pgs 0832 - 0865, Official Public Records of Blanco County, Texas, Document No. 151931 Vol 511 pgs 0380 - 0384.

**Transfer Fee.** A transfer fee is to be collected each time a lot is sold. The transfer fee is to be made payable to the Management Company at the time of closing. The fee is to be disclosed at the time of the resale request.

This management certificate is to be attached with all recorded documents pertaining to the association and hereby amends and replaces any previously recorded management certificates for the Association in their entirety.

The name and mailing address for the Association and Managing Agent is as follows:

The Landing at Blanco Property Owners Association  
c/o Preferred Association Management Company  
PO Box 200145, Austin, TX 78720  
Phone (512) 918-8100 Fax (512) 918-8121

  
Signed  
Douglas Plas  
Managing Agent, The Landing at Blanco Property Owners Association

July 16, 2018  
Date

## JURAT:

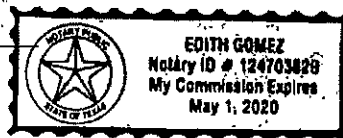
The State of Texas

County of Williamson

Subscribed and sworn to before me on this 16 day of July, 2018 by Doug Plas

(seal)

Edith Gomez  
(Notary's Signature)  
Notary Public, State of Texas



**After Recording Return to:**  
Preferred Association Management Company  
1101 Arrow Point Drive, #101  
Cedar Park, TX 78613

Filed this 26 day of July 2018  
9:50 A.M.

By Laura Walla Deputy  
County Clerk, Blanco County, 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

JUL 26 2018



Laura Walla  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

200506

## THE LANDING HANGAR PAD LEASE

This hangar lease agreement (the "Lease") is entered into by and between THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, (the "Lessor") and \_\_\_\_\_, (the "Lessee")

### RECITALS

WHEREAS, Lessor owns that certain tract of land called "Revised Airstrip Common Area", The Landing at Blanco, as more fully described in Vol.2, Page 48 of the Map and Plat Records of Blanco County, Texas; and,

WHEREAS, the Lessee desires to lease Space \_\_\_\_\_, located on the Revised Airstrip Common Area, for the purposes of conducting aircraft related activities, including, but not limited to, constructing a hangar, storing aircraft, repairing aircraft and parking aircraft.

### AGREEMENT

NOW THEREFORE, for and in consideration of the rental charges, covenants and conditions contained herein, the Lessee does hereby lease from the Lessor and Lessor does hereby lease to the Lessee the following Leased Property on the terms and conditions contained herein.

1. Leased Property Description. That certain tract described as "Space \_\_\_\_\_", "Revised Airstrip Common Area", The Landing at Blanco as more fully described in Vol.2, Page 48 of the Map and Plat Records of Blanco County, Texas; and as depicted in Exhibit A attached hereto and included for all purposes herein ("Leased Property").

2. Term. The term of this Lease shall be for a period of 99 years commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_.

Lessee may terminate this lease prior to the end of the Term by providing Lessor with 90 days written notice of such termination. At the end of 90 days, Lessor, at its sole discretion, shall elect to either (1) take possession and title to some or all of the improvements and fixtures on the Leased Property at no cost to Lessor; or (2) require Lessee to remove some or all of the improvements and fixtures on the Leased Premises and pay all costs involved for the removal.

2.1 End of the Lease. Lessee has first option to renew the Lease. If Lessee does not renew the Lease, all improvements and fixtures shall become the property of the Lessor.

3. Rental. The lease payments shall be \$ \_\_\_\_\_ per year due and payable on the first day of January of each year. Such lease payments may be adjusted annually commencing January 1, 2025, in proportion to the National Consumer Price Index (CPI) as published by the United States Department of Labor, using the base index as of January 1, 2025. In no event shall this calculation cause a reduction in base rent below that payable during the preceding year. The proposed adjustment shall be presented to the Lessee by the Lessor thirty (30) days prior to the

effective date of the assessment. Lessee shall pay a \$50.00 per month late fee on any payment not paid by the due date.

4. Use of Leased Property. The Leased Property is to be used for the primary purpose of constructing an airplane hangar to be used solely by Lessee, while Lessee owns a lot in The Landing at Blanco, a subdivision more fully shown on a plat recorded in Volume 2, Pages 44-47 of the Map and Plat Records of Blanco County, Texas ("The Landing"). The Leased Property may also be used for aircraft storage, aircraft parking and other aircraft related activities. Only aircraft owned by the Lessee or other Landing owners may be stored in the Leased Property. Any Non-Landing Owner who Co Owns an aircraft with a Landing Owner will have no runway privileges. Any Landing Owner in violation of this policy will forfeit his/her hangar lease immediately.

5. Hangar Specifications. Prior to commencing construction of the airplane hangar on the Leased Property (the "Hangar"), Lessee must submit plans and specifications to Lessor and its Architectural Control Committee for approval. The Hangar shall be constructed to the following specifications:

5.1 The Hangar shall be no more than sixty (60) feet in width and sixty (60) feet in length.

5.2 The Hangar material manufacturer (such as Mueller, Inc.) or such other manufacturer must be approved by Lessor, which approval shall not be unreasonably withheld.

5.3 The outer walls and main door of the Hangar must be tan in color. The trim must be white.

5.4 The Hangar shall be no more than sixteen (16) feet in height, measured from the highest point on the ground to the highest point of the outside wall of the Hangar. The roof of the Hangar measured from the highest point on the ground to the highest point of the roof shall be no more than twenty-one (21) feet in height.

5.5 The main door to the Hangar must be a bifold or similar folding door or hydraulic swing door. No doors shall be allowed which slide outside the hangar walls.

5.6 Lessee is prohibited from construction of any improvements on the Leased Property without prior approval of the Architectural Control Committee of Lessor.

5.7 The Hangar must have concrete floors.

5.8 Construction on the Hangar must commence within 180 days of the Effective Date of this agreement and must be completed no later than one year after the Effective Date. If commencement and completion of construction of the Hangar does not comply with these timelines, this Lease will terminate and all improvements and fixtures will automatically become the Property of Lessor, without any further action.

5.9 Lessee agrees and is responsible for the construction of the Hangar being done in compliance with all applicable city, state and federal rules, codes, ordinances and laws.



6. Ownership. This Lease is only appurtenant to Lots 1-8 and 21-38 in The Landing. At such time as Lessee transfers, sells or conveys, whether by written instrument or by operation of law, all of his property within The Landing and shall no longer own a Lot, Lessee, shall assign this Lease to a qualified owner of a lot within The Landing. If this Lease is not assigned within one (1) year after such transfer by Lessee, this Lease terminates. Upon said termination, Lessor, at its sole discretion, shall elect to either (1) take possession and title to some or all of the improvements and fixtures on the Leased Property at no cost to Lessor; or (2) require Lessee to remove some or all of the improvements and fixtures on the Leased Premises and pay all costs involved for the removal. Notwithstanding, in the event of death of the Lessee (pilot), the surviving spouse may continue the terms of the Lease if spouse remains an owner of a Lot at The Landing. Additionally, if the Lessee leaves a Lot within the Landing to his heirs, such heirs shall take the place of Lessee hereunder.

7. Non-Exclusive Use. Lessee will have the right to the non-exclusive use, in common with others, of the parking areas, appurtenances and improvements as shown on the attached Exhibit A.

7.1 Rules and Regulations. Lessor shall have the right at any time to set forth rules and regulations to govern the taxiway, parking areas, and all common elements.

8. Additional Payments. All reimbursements by Lessee to Lessor provided for herein shall be made within thirty days of written demand by Lessor.

8.1 Septic. A central septic system is for use by all Hangar Lessees. Lessee shall reimburse Lessor its one-eighth share of any and all costs associated with maintenance or repair of the septic system.

8.2 Utilities. Lessee is responsible for obtaining all other necessary utilities from the utility company and paying all costs associated with the hook-up of such utilities. All utilities must be underground from the main line to the hangar. Lessee shall obtain his own meter from the Electric Company and install his own underground lines from the meter to the hangar. Lessee shall be responsible for his own electric bill.

8.3 Water. Lessee shall have use of water from the water well located on the Revised Airstrip Common Area; however, Lessee shall be responsible for testing the potability of the water along with paying all costs and fees for any water treatment or water softeners used by Lessee

8.4 Taxiway/Ramp. Lessor shall be responsible for any and all costs associated with the maintenance or repair of the ramp and water utilities.

9. Maintenance and Repairs. At its sole expense, Lessee shall keep all parts of the Leased Property, as determined at the sole discretion of Lessor, in good order and repair, painted, clean, sanitary and safe, including the replacement of equipment, and fixtures when necessary in order to maintain at all times a clean and sightly appearance. If Lessee refuses or neglects to make repairs and/or maintain the Leased Property, or any part thereof, in a manner reasonably satisfactory to Lessor, Lessor will have the right (but not the obligation), upon giving Lessee thirty days written notice of

its election to do so, to make such repairs or replacements or perform such maintenance on behalf of and for the account of Lessee. Such cost is payable to Lessor by Lessee on demand as additional rent. The obligation to repair includes the obligation to replace when necessary. Replacement must be with new items or materials and be of a quality equal to or better than those originally employed, and be performed in accordance with the then existing federal, state and local laws, rules, statutes, regulations, ordinances, permits, orders, decrees, and guidelines pertaining thereto.

9.1 Inspections. Lessor shall have, at all times during normal business hours, the right to enter into the Leased Property and inspect the Leased Property for Lessee's compliance with its obligations under this Lease. Lessor shall provide at least 24 hours notice before any inspection except in cases of emergency. Notice under this paragraph shall be sufficient if prominently posted on the Hangar on the Leased Property 24 hours prior to the inspection.

10. Fuel/Oil. Lessee shall not spill or drain any oil, gas or other fluids on the Leased Property. All gasoline, oil and other fluids shall only be stored in proper, leak-proof containers in accordance with and pursuant to all of the laws, rules, and regulations of all federal, state and local agencies.

11. Aircraft. Aircraft is defined herein for the purpose of this lease as being capable of flight with at least one occupant. An aircraft is for personal use of the Lessee and does not include drones or remote-control vehicles capable of flight. Lessee shall supply Lessor with the make, N-number and color of the Aircraft(s) being stored on the Leased Property. Lessee covenants and agrees that the Leased Property shall be used only for the above referenced aircraft(s). Lessee shall immediately notify Lessor if a different Aircraft(s) is to be stored on the Leased Property.

12. Sublease. With the written permission of Lessor, Lessee may sublease the Leased Property, but only to another qualified Lot owner in The Landing subdivision.

13. Hazardous Materials. Lessee acknowledges that if any hazardous materials or substances are manufactured, placed, discharged, released, disposed of or stored on the Leased Property, Lessee shall defend, indemnify and hold harmless Lessor from any and all claims, judgments, fines, costs and expenses related thereto or arising there from and Lessee shall further be liable for the cost of any damages caused by such materials, fines levied by authorities having jurisdiction over such materials, costs associated with the property disposal or clean-up of such materials, and costs and expenses such as insurance and or fee increases caused by such materials. This indemnity shall survive termination of this Lease.

Lessee shall give prompt written notice to Lessor of any proceeding or inquiry by any governmental authority with respect to the presence of any hazardous, toxic or dangerous waste, substance or material on the Leased Property or the migration thereof from or to other property and all claims made or threatened by any third party against Lessee or the Leased Property relating to any loss or injury resulting from any hazardous, toxic or dangerous waste, substance or material.

14. As-Is. Lessee takes the Leased Property "As-Is", "Where-Is" and with all faults. Lessor makes no warranties or representations as to the fitness of the Leased Property for any particular use.

15. Liens: Lessee will not permit any mechanic's lien or any other liens, encumbrances, claims or charges to be placed on the Leased Property, on the Building, on the improvements thereon, on Lessor's interest therein, or upon Lessee's leasehold interest therein, during the Term of this Lease, and in the event of the filing of any such lien, encumbrance, claim or charge, Lessee must promptly have same removed. Lessee agrees that it will pay or cause to be paid all sums legally due and payable by it on account of labor performed or materials furnished in connection with any work performed on the Leased Property and that it will save and hold Lessor harmless from and defend Lessor against any and all loss, cost or expense based on or arising out of asserted claims, liens, encumbrances or charges against the interest of Lessor in the Leased Property; the Building or under the terms hereof. Lessee agrees to give Lessor immediate written notice of the placing of any lien, charge, claim or encumbrance against the Leased Property, or any Building constructed thereon.

16. Use Restrictions. Any hangar constructed on the Leased Property shall be used only for parking and storage of aircraft and related accessories and are not to be used as commercial workshops, commercial repair shops or commercial maintenance shops. Commercial welding, spray painting, chemical removal of paint and major aircraft repairs are prohibited on the Leased Property. Other non-aviation vehicles or equipment may be stored as long as an acceptable aircraft is stored in the hangar.

17. Heaters. Kerosene or gas fire heaters or any type of open flame heaters or apparatus are prohibited on the Leased Property.

18. Engines. Aircraft engines shall not be started or ran inside a Hangar at any time for any reason.

19. Insurance. Lessee shall maintain, in full force and effect during the term of this Lease, policies of aircraft liability and premises liability insurance with a minimum limit of \$1,000,000.00 each occurrence for bodily injury and property damage. The insurance shall name the Lessor as an additional insured for the full amount of the policy limits.

All insurance policies required herein shall contain a provision that written notice of cancellation or changes in coverage limits shall be delivered to Lessor thirty (30) days in advance. Lessee shall provide Lessor with proof of current insurance on the execution of this Lease and shall provide proof of insurance annually to Lessor.

20. Assignment. Except as set forth in Paragraph 6 above, Lessee shall not assign this Lease without the express written consent of the Lessor.

21. Breach of Lease by Lessee. The Lessee shall be deemed in default upon:

21.1 Failure to pay lease payments.

21.2 The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.

21.3 The commencement of a proceeding for dissolution or for the appointment of a

receiver.

21.4 The making of an assignment for the benefit of creditors.

21.5 Violation of any restrictions in this Lease, or failure to keep any of the covenants within this Lease after written notice to cease such violation and failure to correct such violation within thirty days.

22. Remedies. Lessor's remedies for Lessee's default are to (1) enter and take possession of the Leased Property, after which Lessor may relet the Leased Property on behalf of Lessee and receive the lease payment directly by reason of the reletting, and Lessee agrees to reimburse Lessor for any expenditures made in order to relet; (2) enter the Leased Property and perform Lessee's obligations; (3) terminate this Lease by written notice and sue for damages; or (4) take any other action allowed by law.

23. No Waiver. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in the Lease or provided by law. Lessor and Lessee have a duty to mitigate damages.

24. Lien. Lessee hereby acknowledges and gives Lessor a lien upon and pledges as collateral to Lessor in the case of default, all improvements, fixtures, chattels and personal property of every kind and description now or hereafter to be placed, installed or stored by Lessee on the Leased Property.

25. Indemnity Lessee shall indemnify and hold harmless Lessor its directors, officers, employees and agents from and against any and all claims arising from Lessee's use of the Hangar or from any activity, work or things done, permitted or suffered by Lessee in or about the Hangar and shall further indemnify and hold harmless Lessor, its directors, officers, employees and agents, from and against any and all claims arising from any breach or default in the performance of any obligation of Lessee or arising from any negligence of the Lessee or any of Lessee's agents, contractors, guests, invitees, Lessees or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereof; and in case any action or proceeding be brought against Lessor, its directors, officers, employees and agents, by reason of any such claim, Lessee shall defend Lessor, at Lessee's expense by counsel satisfactory to Lessor.

26. Risk of Loss. Lessee bears all risk of loss or damage to any property stored on the Leased Property in addition to the hangar and Lessor is not responsible for any damage to or loss of the stored property, whether caused by fire, water, theft or any other cause. Lessee acknowledges that insurance is available for independent insurance companies to protect Lessee in the event of such loss.

27. Termination of Lease. Upon termination of this Lease, Lessor may forthwith repossess the Leased Property and all improvements thereon and, if such termination is due to a breach by

Lessee, Lessor shall be entitled to recover as damages a sum of money equal to the total of (1) the cost of recovering the Leased Property, (2) the cost of removing and storing Lessee's or any other occupant's property, (3) the unpaid rent and any other sums accrued hereunder at the date of termination, (4) a sum equal to the amount of rent due from the termination date to three years from such termination date, (5) the cost of restoring the Leased Property to the condition necessary to rent the Leased Property at the prevailing market base rental rate, normal wear and tear excepted, (6) Rent accruing subsequent to the date of termination pursuant to the holdover provisions of this Lease, (7) any increase in insurance premiums caused by the vacancy of the Leased Property and (8) any other sum of money or damages owed by Lessee to Lessor.

28. Cessation of Airport Operations. Lessor, regardless of the terms of this Lease, as a result of any orders of the State of Texas, the United States, or any other governmental instrumentality, may cease airport operations. Lessee acknowledges Lessor's right to cease operations and releases Lessor from any and all damage claims by Lessee against Lessor as a result of such cessation of operations. Subject to the orders of cessation, Lessee shall have a period of three (3) months free of any rents and fees in which to restore the Leased Property to its condition prior to this Lease. All costs associated with restoring the Leased Property to its condition prior to this Lease shall be paid by Lessee. Lessor shall not be liable to Lessee for any damages related to loss of use of the Lease Property due to action under this paragraph.

29. Successors in Interest. This Lease shall be binding on all heirs, assigns and successors.

30. Taxes. Lessee shall pay all taxes on improvements constructed by Lessee.

31. Attorney's Fees. In the event of any litigation or arbitration to enforce the provisions of this Agreement, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees as fixed by the Court.

32. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. Any change to the substance of this lease agreement requires a 2/3 vote of all Landing Owners and the Lessee.

33. Governing Law and Severability. This Lease shall be governed by and construed in accordance with the laws of the State of Texas. All legal actions to improve or continue this Lease shall be instituted in the courts of Blanco County, Texas. If any provision hereof is invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

34. Notices. All notices required or permitted hereunder shall be in writing and may be given or served by depositing such notice with the United States postal service, certified mail with return receipt requested, postage prepaid, or by delivering same in person, addressed as follows:

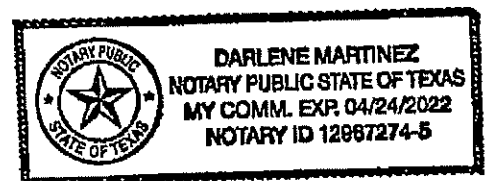
Lessor: JFWyzl Vice President

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices so mailed shall be effective on the date deposited with the United States postal service as required above. Notices given in any other manner shall be effective only if and when actually delivered at the address of the addressee. The place for notice may be changed by one party giving the other party written notice of such party's new address

35. Laws and Regulations. The Lessee agrees to observe and obey all laws, ordinances, rules and regulations of the FAA, Blanco County and any and all other governmental authorities.

x [Signature]



Filed this 13 day of Feb 2020  
11:12 A.M

Laura Walla  
County Clerk, Blanco County, Texas  
By [Signature] Deputy

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

FEB 13 2020



Laura Walla  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

**AFTER RECORDING RETURN TO:**

**Gregory S. Cagle, Esq.**

**CAGLE PUGH, LTD. LLP**

**4301 Westbank Drive, Suite A-150**

**Austin, Texas 78746**

**202199**

**AMENDMENT TO THE BYLAWS OF  
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**Cross reference to that certain Bylaws of The Landing at Blanco Property Owners Association,  
recorded at Volume 511, Page 371, of the Official Public Records of Blanco County, Texas**

**AMENDMENT TO THE BYLAWS OF**  
**THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION**

**RECITALS:**

A. WHEREAS, The Landing at Blanco Property Owners Association (the "Association") is a Texas nonprofit corporation that is governed by that certain Bylaws of The Landing at Blanco Property Owners Association, recorded at Volume 511, Page 371, of the Official Public Records of Blanco County, Texas (collectively, the "Bylaws").

B. WHEREAS, Section 14.1 of the Bylaws provides that it may be amended by the Association's Board of Directors (the "Board") at any regular or special meeting.

C. WHEREAS, the Board desires to amend the Bylaws as further provided herein.

D. WHEREAS, the Secretary of the Association hereby certifies that this Amendment to the Bylaws of the Landing at Blanco Property Owners Association was approved by a majority vote of the Board at a meeting conducted on June 2, 2020.

NOW THEREFORE, the Bylaws are hereby amended as follows:

1. **Voting of Members During a Natural Disaster**. The following Section 3.6 is hereby added to Article III of the Bylaws:

3.6 **Voting of Members During Natural Disaster**. In the event the Association needs to conduct a meeting of Members at a time during which: (1) the state of Texas or County of Blanco is under a declared state of disaster by an appropriate federal, state or county governmental agency, including the President of the United States or the Governor of Texas; (2) the Centers for Disease Control has issued recommended guidelines for social distancing, occupancy limits, or other guidelines or protocols intended to reduce the spread of a pandemic virus; or (3) the Board of Directors has determined it to be in the best interest of the Association's Members to avoid large gatherings of individuals because of an existing or threat of a virus pandemic (hereinafter referred to as a "Disaster Time Period"), the Board of Directors shall be entitled to conduct the meeting of Members using a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination thereof, provided it is done in compliance with Section 6.002 of the Texas Business Organizations Code. In addition, during a Disaster Time Period, the Board of Directors shall be further authorized to suspend the authority of Members to vote in person or by proxy at any such meeting of Members and the Board of Directors may require all votes cast by Members in an election of directors



or on any other matter submitted to a vote of Members to be conducted solely by absentee and/or electronic ballot in compliance with Sections 209.0058 and 209.00592 of the Texas Property Code. The Board of Directors may adopt reasonable rules and procedures for conducting any such election or vote authorized herein. Whether or not a Disaster Time Period is in effect shall be determined by the Board of Directors in its sole and absolute discretion and shall be binding provided it is made in good faith.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Bylaws. Unless expressly amended by this instrument, all other terms and provisions of the Bylaws remain in full force and effect as written and are hereby ratified and confirmed.

3. Effective Date. This Amendment to the Bylaws of The Landing at Blanco Property Owners Association shall be effective upon its recording in the Official Public Records of Blanco County, Texas.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

SECRETARY'S CERTIFICATE

The undersigned Secretary of Reserve at The Landing at Blanco Property Owners Association (the "Association"), a Texas non-profit corporation, hereby certifies that this Amendment to the Bylaws of The Landing at Blanco Property Owners Association was approved by a majority vote of the Association's Board of Directors at a meeting conducted on June 2, 2020.

THE LANDING AT BLANCO PROPERTY  
OWNERS ASSOCIATION



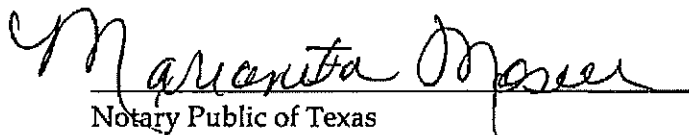
[Don Howard], Secretary.

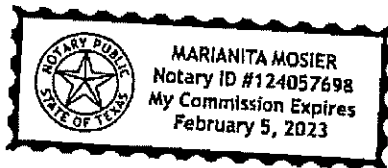
STATE OF TEXAS       §

§

COUNTY OF BLANCO   §

THIS INSTRUMENT was acknowledged before me this 3rd day of June, 2020 by [Don Howard], Secretary of The Landing at Blanco Property Owners Association.

  
Notary Public of Texas



Filed this 29 day of June 2020  
10:42 A.M.

Laura Walla  
County Clerk, Blanco County, Texas

By [Signature] Deputy

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

JUN 29 2020



[Signature]  
COUNTY CLERK  
BLANCO COUNTY, TEXAS