

**Supplemental
Declaration of Restrictive Covenants**
(17.00 acres, Mountain Ranch Community, Burnet County, Texas)

Basic Information

Date: January 4, 2022

Declarant: Goldstar Investments, Ltd., a Texas limited partnership

Declarant's Address: 3215 Steck Avenue, Suite 101, Austin, Texas 78757

Property: Approximately 17.00 acres of real property located in Burnet County, Texas, and described in **Exhibit A** attached hereto and incorporated herein by this reference.

Background

A. The Property is subject to that certain Declaration of Restrictive Covenants dated as of January 26, 2021 (as the same has been or may be hereafter amended, restated, or otherwise modified, the "**Original Declaration**"), made by Declarant, recorded as Instrument #202101348 in the Official Public Records of Burnet County, Texas, and encumbering approximately 3,779.255 acres of real property located in Burnet County, Texas being known as "Mountain Ranch" and more particularly described therein (the "**Community**"), as modified by First Amendment to Declaration of Restrictive Covenants dated May 24, 2021, recorded as Instrument #202108644 in the Official Public Records of Burnet County, Texas. All terms, conditions and provisions of the Original Declaration are hereby incorporated into this Supplemental Declaration of Restrictive Covenants (this "**Supplemental Declaration**") as if fully set forth herein.

B. Declarant now desires to impose the Additional Covenants (defined below) upon the Property for the benefit of the Community, all Owners, the Adjacent Benefited Property, and all Adjacent Owners (as such terms are defined in the Original Declaration), in addition and as a supplement to the Covenants (as defined in the Original Declaration) and in furtherance of the purpose of the Covenants (i.e., to establish a uniform plan for the development and use of the Community for the benefit of all Owners).

Definitions

"**Additional Covenants**" means all the covenants, conditions, easements, and restrictions contained in this Supplemental Declaration.

"**Declarant**" means Goldstar Investments, Ltd., a Texas limited partnership, and any successor that acquires all Tracts (as defined in the Original Declaration) owned by Declarant and is named as the successor Declarant for purposes of this Supplemental Declaration in a document executed by Declarant and such successor and recorded in the real property records of Burnet County, Texas.

All capitalized terms used in this Supplemental Declaration and not otherwise expressly defined herein have the meanings given to them in the Original Declaration.

Clauses and Covenants

A. Imposition of Additional Covenants

1. Declarant hereby imposes the Additional Covenants on the Property for the benefit of the Community and the Adjacent Benefited Property. Every record owner of a fee interest in the Property, and all other occupants of the Property, by their acceptance of their respective deeds, leases, or occupancy of any of the Property, agree that all the Property is subject to the Additional Covenants, whether or not this Supplemental Declaration is specifically referenced in such deed, lease, or other instrument giving rise to such party's ownership or occupation.

2. The Additional Covenants are necessary and desirable to help establish a uniform plan for the development and use of the Community for the benefit of all Owners, as contemplated by the Original Declaration. The Additional Covenants run with the land and bind all fee simple owners, occupants, and any other person holding an interest in the Property.

3. Each Owner and occupant of the Property agrees to comply with this Supplemental Declaration and agrees that failure to comply may subject him to a fine, damages, or injunctive relief.

B. Construction and Maintenance Standards

1. The Property may not be further subdivided.

2. All fences located on the Property along High Mountain Road must be constructed with at least five (5) strand barbed wire using metal T-post and two-and-three-eighths-inch (2 3/8") line post.

C. Access

1. At any given time there shall be only one driveway on the Property providing access between the Property and High Mountain Road, and the location of such driveway shall be subject to the prior written approval of Declarant.

2. There shall be no direct access between the Property and County Road 335. Access between the Property and County Road 335 shall be via the Road Easement (i.e., High Mountain Road).

D. General Provisions

1. *Term.* This Supplemental Declaration runs with the land and is binding for a term of fifty (50) years. Thereafter this Supplemental Declaration automatically continues for successive terms of ten (10) years each, unless within three (3) months before the end of a term the Declarant and all the fee simple owners of the Property vote not to extend the term.

2. *No Waiver.* Failure to enforce this Supplemental Declaration by any party entitled to enforce the terms hereof is not a waiver.

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

4. *Amendment.* This Supplemental Declaration may be amended at any time by a written instrument that is signed by Declarant and the owner of all of the Property and filed in the appropriate real property records of Burnet County, Texas.

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

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

7. *Enforcement.* The Additional Covenants are intended to shall benefit Declarant, the Community, the Owners, the Adjacent Benefited Property, and the Adjacent Owners. Accordingly, all Owners and all Adjacent Owners shall be intended third party beneficiaries of the Additional Covenants during their respective periods of ownership of all or a portion of the Community and/or the Adjacent Benefited Property, as applicable, and the Additional Covenants and all terms, conditions, restrictions, and provisions of this Supplemental Declaration may, at any time and from time to time, be enforced against one or more of the owners and/or occupants of the Property by Declarant, any or all of the Owners and/or any or all of the Adjacent Owners, and Declarant, the Owners, and the Adjacent Owners each will have all rights and remedies available under this Supplemental Declaration, or at law or in equity, in so enforcing this Supplemental Declaration. Notwithstanding the foregoing or anything to the contrary contained in this Supplemental Declaration, the Owners and the Adjacent Owners are only beneficiaries of this Supplemental Declaration and the terms hereof, and no part of the Community (other than the Property) or the Adjacent Benefited Property shall be burdened by the Additional Covenants or any other terms, conditions, restrictions, or provisions set forth in this Supplemental Declaration.

[signature page immediately follows]

EXECUTED by Declarant as of the acknowledgement date below to be effective for all purposes as of the date and year first set forth above.

GOLDSTAR INVESTMENTS, LTD.,
a Texas limited partnership

By: Insight Investments, Inc.,
a Texas corporation
its general partner

By: _____
John E. Simmons,
President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared John E. Simmons, as President of Insight Investments, Inc., a Texas corporation, General Partner of Goldstar Investments, Ltd., a Texas limited partnership [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that said person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2022.

Notary Public, State of TEXAS
Printed name:
Commission expires:

EXHIBIT A

THE PROPERTY



FIELD NOTES FOR AN 11.000 ACRE TRACT OF LAND:

BEING A 11.000 ACRE TRACT OF LAND, LOCATED IN THE JOSIAH C BAWCOM SURVEY, ABSTRACT NO. 809, BURNET COUNTY, TEXAS, SAID 11.000 ACRE TRACT, BEING A REMAINING PORTION OF THAT CALLED 6249.245 ACRE TRACT OF LAND OWNED BY GOLDSATR INCVSEMENTS LTD., (COLLECTIVELY THE "GOLDSTAR TRACT") ACQUIRED IN MULTIPLE ACQUISITIONS, RECORDED IN VOLUME 1361, PAGE 892, VOLUME 1391, PAGE 365, VOLUME 1384, PAGE 941, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS; SAID 11.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located at the intersection of the southeast right-of-way line of County Road 335 and the southwest right-of-way line of High Mountain Road, according to the plat of record in Document No. 202100584, Plat Records, Burnet County, Texas, being an exterior corner of the remainder of said 6249.245 acre tract, said point being the northernmost corner of the herein described tract of land;

Thence, with the western right-of-way lines of High Mountain Road, the eastern lines of the remainder of said 6249.245, the following seven (7) courses and distances:

1. **S 16° 27' 38" E**, a distance of **50.64'** (Record per Doc. No. 202100584: S 16° 27' 38" E, a distance of 50.64'), to a 1/2" iron rod located for interior angle point of the herein described tract of land;
2. **S 82° 06' 51" E**, a distance of **82.12'** (Record per Doc. No. 202100584: S 82° 06' 51" E, a distance of 82.12'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

3. **S 51° 20' 54" E**, a distance of **136.25'** (Record per Doc. No. 202100584: S 51° 20' 54" E, a distance of 136.25'), to a 1/2" iron rod located for the beginning of a curve to the right of the herein described tract of land;
4. with said curve to the right containing a radius of 100.00', a central angle of 82°06'11", a chord which bears S 10° 17' 49" E, a chord distance of 131.35', a total **curve length** of **205.96'**, to a 1/2" iron rod located for a point of tangency of the herein described tract of land;
5. **S 30° 45' 17" W**, a distance of **35.66'** (Record per Doc. No. 202100584: S 30° 45' 17" W, a distance of 35.66'), to a 1/2" iron rod located for the beginning of a curve to the left of the herein described tract of land
6. with said curve to the left containing a radius of 725.00', a central angle of 24°24'56", a chord which bears S 18° 32' 49" W, a chord distance of 306.61', a total **curve length** of **308.95'**, to a 1/2" iron rod located for a point of tangency of the herein described tract of land;
7. **S 06° 20' 21" W**, a distance of **263.71'** (Record per Doc. No. 202100584: S 06° 20' 21" W), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in the northwest right-of-way line of High Mountain Road, a southeast line of the remainder of said 6249.245 acre tract, said point being the southeast corner of the herein described tract of land which bears N 06° 20' 21" E, a distance of 125.40' from a 1/2" iron rod located for the beginning of a right-of-way curve of High Mountain Road;
8. **Thence**, departing from High Mountain Road, across the remainder of said 6249.245 acre tract, **S 75° 48' 31" W**, a distance of **407.70'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set in a southwest line of the remainder of said 6249.245 acre tract, a northeast line of that certain 27.448 acre tract of land recorded in Document No. 202104517, Official Public Records, Burnet County, Texas, said point being the southwest corner of the herein described tract of land which bears N 14° 11' 29" W a distance of 261.73' from a 1/2" iron rod located for an interior corner of the remainder of said 6249.245 acre tract and the southeast corner of said 27.448 acre tract;

Thence, with the southwest lines of the remainder of said 6249.245, the northeast lines of said 27.448 acre tract, the following two (2) courses and distances:

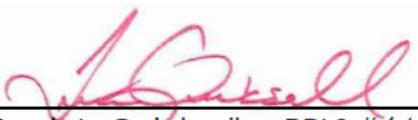
9. **N 14° 11' 29" W**, a distance of **147.73'** (Record per Doc. No. 202104517: N 14° 11' 29" W), to a 1/2" iron rod located for an angle point of the herein described tract of land;

10. **N 13° 49' 03" W**, a distance of **682.28'** (Record per Doc. No. 202104517: N 13° 49' 03" W, a distance of 682.28'), to a 1/2" iron rod located in the southeast right-of-way line of County Road 335, at an exterior corner of the remainder of said 6249.245 acre tract, an angle point of said 27.448 acre tract, said point being the northwest corner of the herein described tract of land;

11. **Thence**, with the southeast right-of-way line of County Road 335, a northwest line of the remainder of said 6249.245 acre tract, **N 73° 32' 22" E**, a distance of **535.69'** (Record: N 73° 33' 05" E), to the **POINT OF BEGINNING** containing **11.000 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 12/8/2021
Job #20-2000.TRACT-1