THE STATE OF TEXAS &

COUNTY OF LLANO &

DECLARATION

OF

COVENANTS, CONDITIONS RESERVATIONS AND RESTRICTIONS

OF

AROWHEAD ESTATES

WHEREAS, RICHARIO COLEMAN and RHONDA I. COLEMAN, husband and wife, (referred to herein as "DEVELOPER") are the owners of all that certain tract of land in the County of Llano, Texas, which has been platted, subdivided into tracts one (1) through ten (10), and designated as ARROWHEAD ESTATES according to the plat recorded at Volume _/____, Page _____ of the Plat Records of Llano County, Texas;

WHEREAS, DEVELOPER desires to create and provide for the development, improvement, and maintenance of ARROWHEAD ESTATES, for the mutual benefit and pleasure of the present and future property owners in the subdivision, and to protect the property values within the subdivision by imposing upon and against all of the designated lots therein the covenants, reservations, restrictions and other provisions hereinafter set forth; and

NOW THEREFORE, DEVELOPER, does hereby make adopt and establish the following reservations, restrictions, declarations, easements, limitations, charges, agreements, covenants, conditions and stipulations, each of which shall be applicable to the property referenced above.

1. DEFINITIONS

- 1. The following terms when used herein shall the following meanings:
 - b. "DEVELOPER" shall mean RICHARD COLEMAN and RHONDA I COLEMAN, their heirs, successors and assigns.



- "SUBDIVISION" shall mean ARROWHEAD ESTATES, Llano County, Texas.
- d. "RECORDING DATE" shall mean the date upon which this document is filed for record with the County Clerk of Llano County, Texas.
- e. "LOT" or "PARCEL" shall mean those tracts or plots of land shown on the plat of the SVBDIVISION.
 - OWNER" shall mean and refer to the record OWNER, whether one (1) or more PERSON(S) or entities of the fee simple title to any LOT in the SUBDIVISION, or any part or interest therein. OWNER shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless and until such mortgagee has acquired legal title pursuant to foreclosure or any proceedings in lieu of foreclosure. The term, OWNER shall further include any PERSON or entity claiming title to any LOT or portion thereof by adverse possession, any PERSON or entity leasing, renting, or otherwise occupying any LOT or part thereof, and/or any PERSON or entity claiming interest in a LOT or part thereof under a contract of sale.
- g. "COMMITTEE" shall mean and/or refer to the Architectural Control Committee established under the provisions of this document, its successors and assigns.
- h. "ASSOCIATION" shall mean and refer to any property owners' association provided for in this document, its successors and assigns.
- i. "COMMON AREAS" shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of the OWNERS, including roads, streets, right-of-ways, access easements, gates, entryways and appurtenances thereto, vegetation, lighting, drainage areas, and easements.
- j. "IMPROVEMENTS" shall mean every structure and all appurtenances thereto of every type and kind, including, but not limited to buildings, outbuildings, fences, storage sheds, patios, tennis courts, swimming pools, garages, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, walls, tanks, reservoirs, pipes, meters, antennae, towers and/or other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, satellite, television antennas, and/or other jutilities.
- k. "PERSON(S)" shall refer to any natural person, individual(s), and/or any other entity unless the contract indicates otherwise having the legal right to hold title to real property.
- 1. "PLANS" and "SPECIFICATIONS" shall mean any and all documents designed to guide or control the construction or erection of any IMPROVEMENT, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of

exterior colors, plans for utility services, and all other documentation or information relevant to such IMPROVEMENT.

References to the singular shall mean the plural, and the plural shall include the singular.

n. Terms utilizing bold, capital letters are used as defined terms. Terms utilizing regular upper and lower class casing used generically unless otherwise indicated.

II. RESERVATIONS

- 1. In authenticating the plat for the SUBDIVISION, there is hereby expressly reserved in DEVELOPER, the following rights, titles and easements (hereinafter collectively called "Reservations"). Reservations used herein shall be referred to as a part of and construed as being adopted in each and every contract of sale, deed or instrument of conveyance executed or to be executed by or on behalf of DEVELOPER, conveying any property in the SUBDIVISION or any part thereof
 - a. DEVELOPER retains easements according to the map and plat recorded in the Plat records of Llano County, Texas for all streets, roads, rights of any, utilities and common areas.
 - b. DEVELOPER, reserves for itself, its heirs, successors and assigns, a perpetual nonexclusive easement to lay, construct, operate, maintain, inspect, repair, reconstruct, multiply, change the size of and remove such water, sanitary sewer and storm pipes, gas pipes, mains and conductors and all appurtenances thereto relevant to the operation of waterworks, sanitary sewer, storm sewer and/or drainage systems as it or they may from time to time desire, in, along, under, over, across and through all of the streets in the SUBDIVISION. Such pipes, mains and conductors, lines, wires, conduits and appurtenances shall be buried to such reasonable depths as will not interfere with the use of the streets for ordinary roadway purposes.
- c. DEVELOPER, reserves for itself, its heirs, successors and assigns, a perpetual utility easement in, along, under, over, across, and through a ten (10') foot strip around the entire perimeter of each PARCEL in the SUBDIVISION. The ten foot (10') strip shall be measured from the property line of each parcel inward. With respect to such easement, DEVELOPER, shall have the right to construct, operate, maintain, inspect, reconstruct, multiply, change the size and remove such utility lines and facilities (including without limitation of the generality thereof, water, sanitary sewer, storm sewer, drainage pipes, gas pipes, mains and conductors, and all appurtenances thereto; electric distribution and communication lines, cables, wires, conduits, guy wires, poles, connections and all appurtenances thereto), as it or they may from time to time desire, together with the right

of ingress and egress thereto. The utility easements hereby reserved are easements ten (10°) feet wide at and below normal ground level, extending upward to a plane one hundred and twenty feet (120°) above the ground. DEVELOPER further reserves the exclusive right to grant franchises and easements to other utility OWNERS to lay, construct, operate, maintain, inspect, reconstruct, change the size of, multiply and remove such utility lines, as described above, in such utility easements. These utility easements are not dedicated to the public in any manner. Further, DEVELOPER, reserves for itself, its heirs, successors and assigns, all easements, including but not limited to electrical easements, shown on the plat recorded or to be recorded in Llano County, for ARROWHEAD ESTATES.

- d. DEVELOPER, reserves for itself, its heirs, successors and assigns the right to make minor changes in and additions to any easements referred to herein for the purposes of more efficiency and economically installing the IMPROVEMENTS. Further, DEVELOPER, reserves for itself, its heirs, suscessors and assigns the right to widen any easement referred to herein in such areas as are necessary to accommodate the specific aspects, landscape, and topography of any specific PARCEL.
- e. The conveyance by DEVELOPER of any PARCEL in the SUBDIVISION by contract, Deed, or other instrument of conveyance shall not in any event be held or construed to include any of the rights, titles and easements heretofore reserved in any of the foregoing paragraphs, nor the title to water, gas, sanitary sewer, storm sewer, drainage, electric light, poles or conduits, pipes, mains and/or any other utility or appurtenances thereto constructed by its agents, in, along, under, through, over, across or upon such easements, property, or any part thereof, of any other Section of ARROWHEAD ESTATES. The right to sell and lease or otherwise transfer all such rights, titles, easements, utilities, and appurtenances is expressly reserved in DEVELOPER.
- f. So long as DEVELOPER retains title to Tracts 4 and 5, DEVELOPER reserves for itself, its heirs, successors and assigns the right to allow commercial development on said Tracts 4 and 5 under such restrictions as DEVELOPER may adopt and place of record in the Real Property Records of Llano County.
- The foregoing Reservations of rights and easements shall not obligate DEVELOPER, to exercise any of such reserved rights and easements. Nor shall DEVELOPER, be obligated to install any of the utilities described in this Declaration of Covenants, Conditions Reservations and Restriction of ARROWHEAD ESTATES.
- Subdivision. The decision to install utilities and the method and manner of such installation shall be at the sole discretion of the COMMITTEE.
- In the event one or more PARCELS should ever be combined through re-platting, the COMMITTEE, through its sole discretion, may transfer, remove, abandon, or assign any of the foregoing Reservations and easements.
- The invalidity, abandonment or waiver of any one or more of the foregoing Reservations, any sentence, clause and/or part thereof shall not affect the remaining Reservations, sentences, clauses and/or parts thereof, which shall remain in full force and effect.

DEVELOPER, reserves the right to abandon, assign, dedicate, and/or convey any Reservation or easement contained herein and any rights and interests therein at any time and from time to time in its sole discretion.

III.
RESTRICTIONS

These restrictions are created for the purpose of creating and carrying out a uniform plan for the parceling and sale of ARROWHEAD ESTATES. The following restrictions, including without limitation restrictions, covenants declarations, easements, limitation, charges, agreements, and conditions (hereafter collectively called the "Restrictions"), are hereby established and adopted to apply uniformly to the use, occupancy and conveyance of all the PARCELS in the SUBDIVISION. Every contract, deed, or conveyance which may be hereafter executed with regard to any of the property in the SUBDIVISION shall be conclusively deemed to have been executed, delivered, and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of and interest in any such PARCEL.

C. BUILDING AND CONSTRUCTION RESTRICTIONS

- 1. Except as herein otherwise provided, each PARCEL in the SUBDIVISION shall be used only for non-commercial residential and recreational purposes. Only single family residential dwellings and appurtenances ordinary to residential living shall be permitted. Guest houses are permitted for families and their guests, which guest houses will be built at the same time as or after the construction of the single family residential dwellings, and will be of the same material, style, and quality of the single family residential dwelling.
- 2. The primary residence constructed on any PARCEL shall have living area heated and cooled of not less than one thousand eight hundred (1,800) square feet.
- 3. All single family dwellings shall be of recognized standard construction quality, and all exteriors (exclusive of doors, windows and similar openings) shall be constructed of material specifically approved in writing by the COMMITTEE. The use of prefabricated materials, including antique homes moved from other locations, shall not be allowed. The COMMITTEE reserves the right to approve other forms of constructions such as log construction. All IMPROVEMENTS shall be constructed on site and must be completed within one year after construction has begun. Prebuilt or rebuilt IMPROVEMENTS, including but not limited to industrial homes, house trailers, mobile homes, manufactured or modular homes, kit homes, or old, used, previously owned or remodeled homes shall not be allowed.

- All driveways extending from the SUBDIVISION access road shall be paved or granite gravel (no caliche driveways are permitted). Drive approach aprons shall be concrete or paving for a minimum of 15' from the edge of the paved SUBDIVISION access road into the PARCEL. Driveways must be completed within 1 year from the start of any new construction on a PARCEL.
- Only one single family dwelling, appurtenances thereto such as garages and barns and not more than one approved guest house may be constructed on each of the PARCELS as platted as of the RECORDING DATE. No tent, shack, or other temporary building, IMPROVEMENT or structure shall be placed upon the Property without the prior written approval of the COMMITTEE; provided however that the COMMITTEE may maintain or authorize temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen on the Property during any period of actual construction. No residence shall be occupied until construction of the interior and exterior of the residence is substantially completed and certification of completion is approved by the COMMITTEE.
- 6. Except for fencing, no IMPROVEMENTS, including but not limited to any tanks, shall be located on any PARCEL nearer to the front and back property lines than seventy-five feet (75'), or nearer to either side of the property than thirty-five feet (35').
- 7. No IMPROVEMENT of any kind will be erected or placed on any PARCEL in the SUBDIVISION, nor shall any structure be altered in the exterior design after being erected or placed on or attached to any PARCEL in the SUBDIVISION, until the construction plans showing the size and location of such IMPROVEMENT or alteration has been submitted to the COMMITTEE, or its designated representatives for approval.
- 8. No stumps, trees, underbrush, refuse of any kind, and/or scrap material from IMPROVEMENTS being erected on any PARCEL shall be placed on any other PARCEL, or on streets or easements.
- 9. Every residential dwelling or guesthouse constructed on any PARCEL shall be provided with sanitary indoor plumbing and no permanent outdoor privies shall be permitted. Residential dwelling shall be built with an approved septic tank, in accordance with all Federal, State, and local laws, regulations, etc. or any other sewage disposal system that is so approved.
- 10. No tract within the SUBDIVISION may be subdivided by any owner after purchase except with written approval by DEVELOPER, its heirs, successors, or assigns.
- 11. All outbuildings such as tool sheds, storage houses, recreational vehicle ports, barns, etc. shall have the exterior walls constructed of standard building materials and all such improvements must be approved by the COMMITTEE before construction shall commence.
- 12. No rodeo or other sport arenas; either public or private shall be permitted on any PARCEL in the SUBDIVISION.
- 13. All construction projects shall be completed within one year of commencement. After commencement of construction, the work shall proceed diligently until completed.

D. GENERAL RESTRICTIONS

- No noxious, offensive, unlawful, or immoral use shall be made on any PARCEL; nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any PARCEL, and no odors shall be permitted to arise therefrom, so as to render any such PARCEL or any portion thereof unsanitary, unsightly, offensive, or detrimental to any PERSON or PARCEL. Each owner of a PARCEL in the SUBDIVISION shall keep said property clean and neat in appearance and free of litter at all times. No outside incinerators are permitted.
- 2. No more than one (1) animal unit (au) per four acres shall be permitted on any PARCEL, except however, this restriction shall not apply to animals which are used in a Alf or FFA Youth Project and except further, should the owner plant improved grasses, then no more than one (1) animal unit per two acres of improved grasses shall be permitted. Animal unit as used herein shall have the same definition as used in normal soil conservation practices in Llano County, Texas. No livestock feed lots shall be permitted on any PARCEL. No commercial poultry farms, poultry house or commercial poultry operation, including but not limited to chickens, turkeys, emus, rheas, or ostriches shall be permitted on any PARCEL. No swine except for swine used in 4H or FFA Youth Projects shall be permitted on any PARCEL, and such swine project shall be restricted to penning no closer than one hundred and fifty (150) feet from the side and rear of the PARCEL, and must be placed behind the primary residential dwelling from the Front side of the PARCEL.
- 3. No sign of any kind shall be displayed to the public view on any tract except one professional sign of not more square foot, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period. DEVELOPER may erect a sign of a larger size to advertise the development as long as there remain any unsold PARCELS in the SUBDIVISION.
- 4. No unlicensed, unregistered or uninspected vehicles shall remain parked on the PARCELS of the streets adjacent to the PARCELS for longer than thirty (30) days. No inoperative vehicles shall be stored on the PARCELS or the streets adjacent to the PARCELS.
- 5. No commercial lease hunting shall be permitted on any PARCEL.
 - 6. All types of fencing, such as split rail, wood, stone, pipe, and PVC rail are allowed only upon the express written permission and approval of the COMMITTEE.
 - 7. All lots are subject to easements and restrictions of the record and are subject to any applicable zoning rules and regulations of the County of Llano, Texas.

IV.
ARCHITECTURAL CONTROL

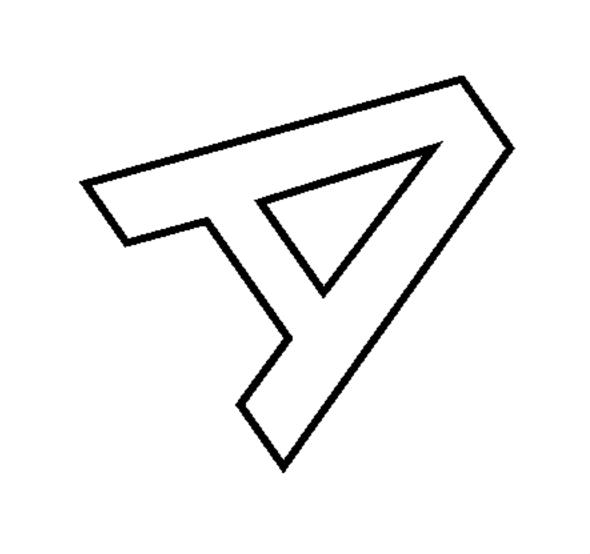
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There is hereby created the Architectural Control Committee which shall consist of no less than two (2) members. The initial Architectural Control Committee is composed of:

RICHARD COLEMAN, and RHONDA I. COLEMAN, and

- 2. A majority of the Architectural Control Committee may designate representatives to act for It. In the event of the death or resignation or failure by any member of the COMMITTEE, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE nor its appointed representatives shall be entitled to any compensation for services rendered pursuant to this covenant. After ten (10) years from the date of this instrument, or at such earlier time as the majority of the COMMITTEE shall determine, the power to designate members of the Architectural Control Committee will automatically pass to the Association. The COMMITTEE'S approval or disapproval as required by the Restrictions shall be in writing, and shall be final.
- 3. The COMMITTEE, its successors and assigns, shall have the power to grant variances of the terms of this Declaration to any PARCEL, so long as any variance is harmonious with the overall scheme and plan of the SUBDIVISION or necessary to comply with any and all local state, and federal laws.
- 4. Neither DEVELOPER, the members of the COMMITTEE, representatives, and/or their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any OWNER or lessee of any PARCEL affected by these Restrictions, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the COMMITTEE for approval agrees by submission of such plans, and every OWNER or lessee of any PARCEL within the subdivision agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against DEVELOPER, the members of the COMMITTEE, or its representatives to recover any such damages.
 - 5. At the option of a majority of the COMMITTEE, all of the powers, rights, duties and responsibilities of said COMMITTEE may be transferred to the ASSOCIATION; in such event the ASSOCIATION shall appoint a representative or representatives to perform all functions of the COMMITTEE. Said representatives shall be the successor of the COMMITTEE.

V.
PROPERTY OWNERS' ASSOCIATION



- 1. <u>Creation</u> The Association shall be created by virtue of this document.
 - DEVELOPER shall cause the ASSOCIATION to be formed and DEVELOPER shall have the power to elect all members of the Board of Directors and to fill any vacancies occurring therein until DEVELOPER has conveyed by deed, in the aggregate, one hundred percent (100%) of the PARCELS in the SUBDIVISION, according to plat filed in the Official Record of Llano County, Texas. Once one hundred percent (100%) of the PARCELS have been so deeded, the membership of the Board of Directors shall be determined by majority vote of the PARCEL OWNERS of record that are subject to a required maintenance charge payable to the Association. DEVELOPER may elect to transfer power to elect the Board of Directors to the record OWNERS at any time, by written resolution filed in the Llano County Real Property records.
- 3. Powers and Functions The Association shall have powers and functions provided by applicable law, as heretofore or hereafter amended, respectively, and such other powers as set forth herein, including without limitation, at its option, the right to maintain streets, rights of way, access easements, roads, utilities, recreational areas; to provide for garbage pickup (at a cost to the individual property OWNER if the Maintenance Fund is not sufficient for this purpose), and maintain esplanades and other common areas, such as the subdivision roads and the front entrance. The ASSOCIATION shall administer the Maintenance Fund hereinafter provided.
- 4. The ASSOCIATION, acting by and through its Board of Directors, shall have the power to promulgate, create, amend, alter, modify, rescind, and cancel rules and regulations for the SUBDIVISION which are harmonious with the overall scheme and plan of the SUBDIVISION or to comply with any and all local, state, and federal laws.
- 5. PARCEL ownership and membership in the ASSOCIATION shall be inseparable. Transfer of a PARCEL automatically transfers membership in the ASSOCIATION and all right of the transferor with respect to the COMMON AREAS and facilities to which ownership of such PARCEL relates. Each PARCEL owner will be entitled to one vote in the ASSOCIATION. OWNERS who own more than one PARCEL will be entitled to one vote for each PARCEL owned. In the event that two or more PARCELS are re-platted into one, the owner of the re-platted lot shall have the number of votes based upon the number of lots owned prior to the re-plat.

VI. MAINTENANCE CHARGE

1. Creation of Annual Maintenance Charge. Each PARCEL in SUBDIVISION is subject to an annual maintenance charge. Each PARCEL (excluding Tracts 1 and 4) shall pay an annual maintenance

charge of ONE HUNDRED, SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00) per year. For the reason that Tracts 1 and 4 do not have access through the main SUBDIVISION entryway or by the main SUBDIVISION road, then such Tracts shall pay an annual maintenance charge equal to twenty-five (25.0%) of the annual maintenance charge for all other tracts in the SUBDIVISION. Annul maintenance charges are payable annually in adyance by the OWNER of each PARCEL on the first day of January each year, beginning January 1, 2003 and each succeeding year thereafter until terminated as provided below, to the ASSOCIATION, its successors and assigns, for the purpose of creating a fund described below, known as the "Maintenance Fund". If the OWNER of one or more PARCELS should ever combine or re-plat any PARCELS into a smaller number of PARCELS, the OWNER shall remain responsible for payment of all maintenance sharges on the PARCELS as if the OWNER still owned the original number of PARCELS. The maintenance charge shall be prorated between purchasers and sellers of PARCELS in the proportion that the remaining months of the calendar year bear to the whole year. By acceptance of a deed or other instrument of conveyance, or by any other claim of legal title to any PARCEL or portion thereof, each OWNER agrees and consents to the maintenance charge and the liens as provided herein.

- 2. Liens. The ASSOCIATION shall have a lien against any PARCEL for which the maintenance charge provided herein shall not be paid effective upon the thirtieth (30th) day following the date said maintenance charge became due and payable and whether or not the OWNER actually receives a bill or statement for such charge. The amount of the lien shall be for the amount of the maintenance charge then due owing and unpaid plus an additional delinquency charge of twelve percent (12%) per annum of the unpaid balance accruing from the date said maintenance charge became due and payable. The ASSOCIATION shall have the right to evidence the existence of this lien by filing a statement of lien in the Office of the County Clerk of Llano County, Texas, but the failure of the ASSOCIATION to so file a statement shall not affect the validity of the lien as between the ASSOCIATION and the OWNER.
- 3. Purposes and Uses of the Maintenance Fund. The maintenance charge shall be used to pay "maintenance expenses" which shall include without limitation expenses incurred for any of the following purposes: roads, utilities, security, lighting, rights of way, fences, entrances or other area which can be used by all OWNERS which in the opinion of the ASSOCIATION would benefit the SUBDINISION as a whole, such as collecting and disposing of garbage and rubbish, caring for vacant PARCELS, etc. The act of the ASSOCIATION and its expenditures of the Maintenance Fund shall be final so long as it acts in good faith.
- 4. The ASSOCIATION may increase or reduce the maintenance charge from time to time by action applying uniformly to all PARCELS in the SUBDIVISION as provided below.
- 5. Developer not Liable DEVELOPER shall not be liable or in any way responsible for the payment of any maintenance charges provided for herein.

VII. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

- In addition to the annual assessments for maintenance charges authorized above, the ASSOCIATION may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the COMMON AREA, provided that any such assessment shall have the assent of a three fourths (3/4) majority of the votes of the members who are voting in PERSON or by proxy at a meeting duly called for this purpose. Written notice of a meeting called for this purpose shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting and the proposal to be voted on.
- 2. No special assessments for capital improvements shall be made under this provision prior to the time when the membership of the Board of Directors of the ASSOCIATION is determined by majority vote of the land OWNERS of record subject to the maintenance charge as hereinabove set forth.
- 3. The Special Assessments shall be payable by the OWNERS on the dates and terms as may be established by the ASSOCIATION. Failure to pay a special assessment shall subject a PARCEL to a lien for said assessment to the same extent and in the same manner as a maintenance fee described above.

VIII. SUBORDINATION OF THE LIEN TO MORTGAGES

1. The liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage and/or mortgages granted or created by the OWNER of any LOT to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such LOT. No sale or transfer shall relieve such LOT owner from liability for any assessments thereafter becoming due or from the lien thereof.

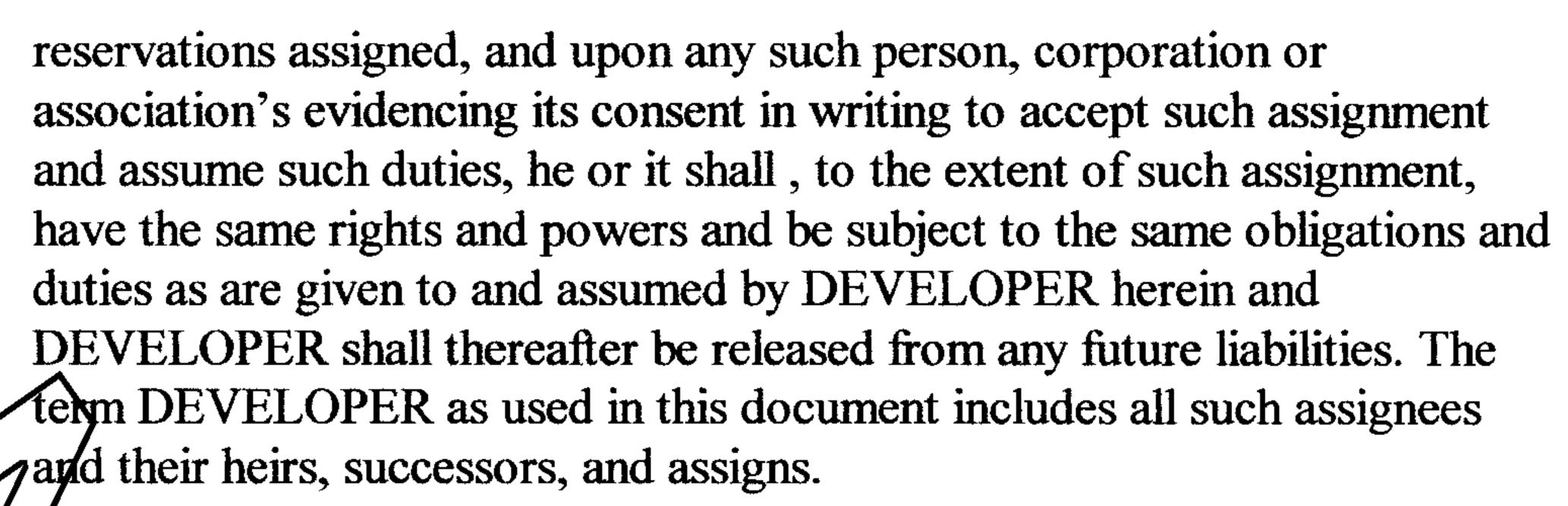
IX. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION

1. Any assessments and charges which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The ASSOCIATION may bring an action at law against the OWNER or member personally obligated to pay the same, or foreclose the lien against the property, or both Any interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment. Each OWNER and subsequent OWNER will execute a Deed of Trust securing payment of the assessments.

and charges provided for herein. Each OWNER, by his/her acceptance of a Deed to a LOT, hereby expressly vests in the ASSOCIATION, or its agents the right and power to bring all actions against such OWNER personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the ASSOCIATION in a like manner as a mortgage or deed of trust lien on real property and such OWNER hereby expressly grants to the ASSOCIATION a power of sale in connection with said lien. Any sale pursuant to this power shall be conducted in accordance with the provisions of the Texas Property Code Annotated, as it now exists or as it may be amended from time to time. The ASSOCIATION acting on behalf of the LOT OWNERS shall have the power to bid in an interest at forecle sure sale and to acquire and hold, lease, mortgage, and convey. In the alternative, the ASSOCIATION may, in its sole discretion, choose to judidially foreclose its lien.

MISCELLANEOUS PROVISIONS

- The foregoing Restrictions are adopted as part of and shall apply to each and every PARCEL in the SUBDIVISION. Such Restrictions are equally for the benefit all subsequent OWNERS of PARCELS in SUBDIVISION and accordingly, shall be covenants running with the land. Any OWNER or lienholder of any of the property or the ASSOCIATION shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation of the Restrictions and to recover damages for any violation or attempted violation including, but not limited to, reasonable attorney's fees; provided, however that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions. Further, DEVELOPER or any OWNER shall have the right to enforce, by proceeding, at law or in equity, for damage or injunction or both, all restrictions, covenants, conditions, hight and duties imposed, allowed or granted by the provisions of this Declaration. Failure by DEVELOPER or owner to enforce any restriction, covenant, condition, duty or right herein contained shall in no event be deemed a waiver of their respective right to do so at a later time.
- 2. Nothing contained in this document or any violation of any of the Restrictions shall have the effect of impairing or affecting the rights of any mortgagee or trustee under any mortgage or deed of trust outstanding against the SUBDIVISION or any portion thereof.
- 3. Any and all rights, powers and reservations of DEVELOPER herein contained may be assigned to any person, corporation, or association which will assume the duties pertaining to the particular rights, powers and



Every/persem who now or hereafter owns or acquires any right, title, or interest in or to any property in the SUBDIVISION is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.

- DEVELOPER reserves the right to make minor deviations from the terms of this document to the extent permissible by law and consistent with the general plan for development as herein set out, all without further action or consent by or from any party. The invalidity, violation, abandonment, waiver of or failure to enforce any one or more of any part of the provision of this document shall in no way affect or impair the remaining provisions or parts thereof which shall remain in full force and effect. If any proxision contained herein shall have the effect of invalidating the entire Declaration of Covenants, Conditions, Reservations and Restrictions, such provision shall be null and void and the remaining provisions hereof shall remain in full force and effect,
- 6. No breach or continuing breach of the restrictions, covenants, conditions, duties, or obligations imposed, allowed or granted by this Declaration shall be grounds for cancellation, termination or reseission of this Declaration or of any provisions thereof.
- The words such as "herein", "hereafter", "hereof", "bereunder", and "hereinabove" refer to this Declaration as a whole and not merely to a section or paragraph or article in which such words appear, unless the context otherwise requires. The masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

Dated this the

day of

IARD COLEMAN

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Blund	
This document was 2003 SHELLY D. SMALLWOOD MY COMMISSION EXPIRES June 03, 2006	acknowledged before me on the day of
	THE STATE OF LEXAS****COUNTY OF LLANO I, HEREBY CERTINY THAT THE INSTRUMENT WAS FILED ON THE DATE AND THE OTHER
AT FILED FOR RECORD MAY 1 3 2003	FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN VOL. 1208 PAGE 40-65 3 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF LICENS OUNTY, TEXAS ON
RICK Coleman 3500 705 Huy 281 North	BETTE SUE HOY, COUNTY CLERK LLANO COUNTY, NEXAS
M. F. Tx 78654	14 VOL 1208 PAGE 653

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