DECLARATION OF RESERVATIONS

HORSESHOE BAY

COUNTIES OF LLANO AND BURNET, TEXAS

This declaration ("Declaration") made this the 5th day of July, 1971, by Lake Lyndon B. Johnson Improvement Corporation, a Texas corporation, having its principal office at Marble Falls, Texas ("Declarant").

WHEREAS, Declarant may at any time and from time to time hereafter, commit, cause or permit to be committed to this Declaration, certain land situated in Llano and Burnet Counties, Texas, as Declarant may elect in the exercise of its sole discretion; and, whereas, in the event Declarant elects to commit, cause or permit any such land to be committed to this Declaration, Declarant shall file, cause or permit to be filed of record in Llano County and such other county in which the applicable land is situated, one or more plats meeting the formal requirements set forth in this Declaration; and,

WHEREAS, this Declaration shall cover and be applicable only to such land which Declarant shall commit, cause or permit to be committed to this Declaration by the filing of a plat or plats meeting the formal requirements set forth in this Declaration; and,

WHEREAS, this Declaration shall not cover or be applicable to any land, including, without limitation, land now owned or hereafter acquired by Declarant unless and until Declarant shall commit, cause or permit the same to be committed to this Declaration by the filing of a plat or plats meeting the formal requirements set forth in this Declaration; and, in such event, this Declaration shall only cover and be applicable to the lands actually committed to this Declaration in such plat or plats and all prior and subsequent plats meeting the formal requirements hereof; and,

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WHEREAS, this Declaration shall never be deemed to obligate Declarant to commit, cause or permit any land to be committed to this Declaration, unless and until Declarant, in the exercise of its sole discretion, elects to commit, cause or permit the same to be committed hereto;

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, Declarant hereby certifies and declares that Declarant has and does hereby establish as a general plan ("Plan") for the subdivision ("Subdivision") known as "Horseshoe Bay", the following conditions ("Conditions") for the protection, maintenance, development and improvement of all land ("Subdivision Land") described in and covered by any plat or plats ("Plat" and or "Plats"), which Declarant may at any time and from time to time hereafter file of record in the county in which the applicable land is situated; provided, each Plat shall meet the formal requirements ("Formal Requirements") set forth below.

(1) Formal Requirements

1.1 The Formal Requirements of a Plat filed under and pursuant to this Declaration and for the purpose of committing the land covered thereby to this Declaration are as follows:

(a) The Plat shall be executed by Declarant and or any person or entity acting by, through and under the authority of Declarant as set

forth herein, and filed for record in Llano County and, if appropriate, any other county in which the land covered thereby is situated.

(b) The Plat shall contain the plat of a survey of the land covered thereby and shall be certified by a licensed public land surveyor or registered professional engineer of the State of Texas.

(c) The Plat shall contain the following legend:

"This Plat has been filed under and pursuant to that certain Declaration ('Declaration') dated _____, 1971 by Lake Lyndon B. Johnson Improvement Corporation, a Texas corporation, which Declaration is filed in Llano County under County Clerk's File Number _____ and is recorded in the Records of Llano County, Texas; and is filed in Burnet County under County Clerk's File Number _____ and is recorded in the Records of Burnet County, Texas, and all land included in and covered by this Plat is hereby committed to the Declaration, which is incorporated herein and made a part hereof for all purposes."

(d) The Plat shall subdivide the land covered thereby into one or more lots ("Lot" and or "Lots"), which shall be restricted R-1, R-2, R-4, R-6 and or C-2 or otherwise, as set forth in the Conditions of this Declaration; and or into one or more tracts ("Tract" and or "Tracts") which, subject to the provisions of Section 3.1 hereof, may be unrestricted at the time of filing of the Plat.

(e) The Plat may dedicate to public or private use the applicable easements for roads, streets, utilities and the like in the sole discretion of Declarant.

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1.2 Any Plat meeting the Formal Requirements set forth above shall commit the land covered thereby to this Declaration, and such land shall then become and thereafter be part of the Subdivision Land, as herein defined.

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1.3 All Subdivision Land shall be owned, held, leased, sold and or conveyed by Declarant, and any subsequent owner of all or any part thereof or any right, title or interest therein, subject to this Declaration and the Conditions hereof. This Declaration and the Conditions hereof shall be binding upon and inure to the benefit of the Subdivision Land and or any part thereof, including, without limitation, each and every Lot and or Tract into which the same may be subdivided, and shall be binding upon and inure to the benefit of each and every Owner thereof, or any part thereof, or any right, title or interest therein. This Declaration and the Conditions hereof shall constitute covenants running with the applicable Subdivision Land and or any part thereof, including, without limitation, each and every Lot and or Tract into which the same may be subdivided as provided herein, and shall constitute a mutual covenant and equitable servitude burdening each part of said Subdivision Land and inuring to the benefit of each other part thereof and burdening each Lot and or Tract in favor of each other Lot and or Tract.

1.4 The term "Owner" shall mean the owner of fee simple title to the Subdivision Land or any part thereof, including, without limitation, any Lot and or Tract. The term Owner shall include Declarant if and to the extent Declarant is owner of fee simple title to the Subdivision Land or any

part thereof. In the case of a contract for deed or similar instrument ("Contract for Deed") in which Declarant is the owner of fee simple title to the Lot or Land covered thereby and is grantor in said Contract for Deed and a third party is grantee in said Contract for Deed, Declarant shall be deemed to be the Owner of the Lot or Land covered by said Contract for Deed until the third party, or the heirs, successors, assigns or legal representatives of said third party have paid twenty-five (25%) percent of the total principal amount of the purchase price provided for in said Contract for Deed, whereupon said third party, or the heirs, successors, assigns or legal representatives of said third party, shall be deemed to be the Owner of said Lot or Lots so long as said Contract for Deed shall remain in good standing and no default shall occur thereunder.

1.5 The term "Land" shall be synonymous with "Subdivision Land", and shall mean Lot and or Tract, as the case may be.

(2) Committee of Architecture

2.1 Declarant shall appoint initially a Committee of Architecture ("Committee") consisting of three (3) members ("Members") who shall be natural persons.

2.2 The Members shall serve at will of Declarant, and the Declarant shall have the right and power at any time and from time to time to create and fill vacancies on the Committee.

2.3 Declarant shall have the right, at its ~~election~~ at any time, to transfer the power of appointment of the Committee to any persons or civic group. In such event, all rights and obligations of Declarant to appointment of the Committee shall thereupon terminate and shall thereafter be vested in the assignee of such power; provided, that in the event such assignee should fail or refuse to exercise the power, Declarant shall have the right but not the duty to exercise the power of appointment of the Committee.

2.4 It shall be the general purpose of the Committee to provide for maintenance of high standard of ~~architecture and construction~~ in such manner as to enhance the aesthetic properties and structural soundness of the developed subdivision.

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2.5 The Committee shall be guided by and, except when in their sole discretion good planning would dictate to the contrary, controlled by this Declaration. The judgment of the Committee shall be final, conclusive and binding.

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The Committee shall make available a copy of this Declaration to any Owner upon request, at the expense of such Owner.

2.6 The Committee shall determine whether the Conditions contained in this Declaration are being complied with; however, no act or failure or refusal of the Committee to initiate action to challenge a real or threatened violation of this Declaration and the Conditions or otherwise to act on its own initiative shall be deemed to constitute waiver of any right or duty of the Committee at any time or from time to time thereafter to initiate such action and or enforce compliance with this Declaration and the Conditions. The Committee may act or refuse to act in any real or threatened violation of this Declaration and the Conditions, all in the exercise of its sole discretion.

2 7 The Committee shall adopt reasonable rules and regulations for the conduct of its duties In this connection, without limitation, the Committee may fix the time and place for its regular meetings, and for such special meetings as may be necessary, and shall keep written minutes of its meetings, which shall be open for inspection to any Owner upon the written consent of any one of the Members of said Committee Said Committee shall by a majority vote elect one of its members as Chairman and one of its members as Secretary, and the duties of such Chairman and Secretary shall be such as usually pertain to such offices Any and all rules or regulations adopted by said Committee regulating its procedure may be changed by said Committee from time to time by majority vote and none of said rules or regulations shall be deemed to be any part of said Conditions

(3) Conditions

The additional conditions of this Declaration are as follows

3 1 Platting, Lot Classification, Easements

(a) Each Plat shall subdivide the land covered thereby into one or more Lots which shall be identified by number and or into one or more Tracts which shall be identified by letters

(b) Each Lot shall be restricted R-1, R-2, R-4, R-6 or C-2 or otherwise as permitted herein, by an appropriate identification on the face of the Plat and or by a separate instrument filed of record by the Declarant, filed in the appropriate county at the time the Plat is filed of record in such County

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(c) Each Tract shall constitute land committed to this Declaration but not subdivided into a Lot or Lots and not restricted at the time of filing of the Plat Each Tract shall be deemed to be classified C-2 unless otherwise classified by Declarant Declarant shall have the right but not the obligation - at any time and from time to time thereafter to file of record a Plat or Plats subdividing any Tract or Tracts or any part thereof into one or more Lots and or Tracts and restricting, classifying and or reclassifying the same as set forth above.

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(d) Each Plat shall identify the land covered thereby as Horseshoe Bay, Lots _____ through and including _____, and or Tracts _____ through and including _____, or similar identification, in order to eliminate confusion and or duplication if the identification of Lots and or Tracts in the Sub- - division.

(e) Each Lot shall be restricted to one of the following classifications ("Classifications")

R-1 - Single Family Residential District

R-2 - Two Family Residential District

R-4 - Multiple Residential District.

R-6 - Apartment, Townhouse and Cottage District

C-2 - Commercial District.

Declarant may at any time and from time to time add additional Classifications by executing and recording one or more supplements to this Declaration, designating and defining such Classification; provided, such supplement is filed at or prior to the use of such additional Classification.

Each Classification shall be binding as to Lot and or Tract usage subject to the other provisions as set forth in this Declaration and the Conditions.

(f) Declarant reserves the right at any time and from time to time to resubdivide and or reclassify any or all Lots and or Tracts which are then owned by Declarant if and to the extent Declarant deems such action desirable, in the sole discretion of Declarant. In such event, Lots and or Tracts shall be deemed to be resubdivided and reclassified when Declarant files an amended Plat reflecting such resubdivision and or redesignation in Llano County and any other county in which the applicable Lots and or Tracts are located. Declarant may exercise the right to resubdivide and or reclassify Lots and or Tracts which are then owned by Declarant even though Declarant shall have previously sold and or contracted to sell other Lots or Land in the Subdivision. This subsection shall never be deemed to authorize Declarant to resubdivide and or reclassify any Lot or Tract owned by Declarant which is subject to an outstanding Contract for Deed or similar instrument in favor of a third party.

(g) Declarant hereby reserves a right of way and easement 15 feet wide along the rear lot lines of each Lot and 5 feet wide over all other perimeter boundaries of each Lot, together with an unobstructed easement above the same for any or all utilities and drainage, including, without limitation, television and or communication cables; provided, that where said utility and drainage easements are shown on the applicable Plat in different widths and or locations, the width and location of such easements on the Plat shall control.

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Declarant further reserves an easement under and above all roads and streets in the Subdivision for the purpose of installing, operating and maintaining any and all improvements in connection with the utility and drainage easements.

Declarant reserves the right to assign and or dedicate, assign and or convey said utility and or drainage easements and any rights and interests therein at any time and from time to time in Declarant's sole discretion.

This Declaration shall never be deemed to obligate Declarant to furnish, construct or maintain or cause to be furnished, constructed or maintained any road, street, utility and or drainage easement and or any improvements on any of the foregoing.

Owners shall have no cause of action against Declarant, its successors or assigns, employees and or agents, either at law or in equity, for any damage or otherwise caused by the installing, operating, maintaining, repairing and or replacing the above utility and or drainage easements and or any improvement thereon.

3.2 Improvement Standards

The following provisions shall be applicable to all Subdivision Land regardless of classification.

A. 1 Structural

No building, fence, patio, boat dock, or other structure shall be erected, altered, added to, placed or permitted to remain on any Lot or Land until and unless the plans showing floor areas, external design, structural details and plot plan showing the ground location of the intended structure have been first delivered to the Committee and approved in writing and a building permit issued by the Committee as to, but not limited to, the external design including color and quality, the conformity and harmony with existing or proposed structures in the Subdivision and the height of the structure insofar as it may obstruct the view of the surrounding Lots, the location of the structure on the Lot, the quality and type of materials and aesthetic qualities. No alterations in the exterior appearance of any existing building or structure shall be made without approval of the Committee. These requirements also extend to boat docks, ornamental structures, fences, walls and piers, including but not limited to the location, design, height, length and type of construction and to any and all structures over or in the water, any bulkheads or moving of soil in, or out of the water, or on land, which in the opinion of the Committee is a significant moving of soil. No natural drainage shall be changed, altered or diverted, without approval of the Committee. The Committee may require a reasonable fee prior to checking or appraising said plans. On any structure submitted for approval, the Committee may require changes, deletions, or revisions in order that the architectural and general appearance of all such buildings and grounds be in keeping with the architecture of the neighborhood and otherwise comply with the Conditions. All structures shall conform to the requirements of the Uniform Building Code as published by the International Conference of Building Officials, current edition, and the requirements of the National Electrical Code, as published by the National Fire Protection Association, current edition, as a guide to sound construction and electrical installation practices and comply with the applicable laws, ordinances, rules and regulations of the governmental authorities having or asserting jurisdiction, including, without limitation, appropriate departments of the county in which property is located and the State of Texas, whichever are the more restrictive.

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Notwithstanding any other provisions of this Declaration, it is and shall remain the right, prerogative and jurisdiction of the Committee to review applications and grant approvals and building permits for exceptions to and variations from this Declaration and the Conditions. Exceptions to and variations from this Declaration and the Conditions, and, in general, other forms of deviations from these restrictions imposed by this Declaration may be made when and only when such exceptions, variances and deviations do not in any way detract from the appearance of the premises, and are not in any way detrimental to the public welfare of to the property of other persons located in the vicinity thereof, all in the sole opinion of the Committee. Any exception and or variation made or permitted by the Committee

shall apply only to the specific instance for which such exception or variation is made or permitted, and shall not be deemed to apply to any other similar situation. Without limitation, the designated maximum building height and minimum yard requirements and or any other provision herein, may be waived by the Committee, when in their opinion, such structures relate to sound architectural planning and conform to the over-all design and pattern of the development.

A.2 Air Conditioning Units

No air conditioning unit, evaporative cooler, or other object, which in the opinion of the Committee is unsightly, shall be placed upon or above the roof of any dwelling or other building except and unless the same is architecturally concealed from view in plans submitted to and approved by the Committee and then only when, to the satisfaction of the Committee, the same is not aesthetically objectionable and is otherwise in conformity with the over-all development of the Subdivision.

A.3 Moorings, Piers or Docks

No mooring, pier, dock or other device for swimming or boating shall be erected or installed except with the approval of the Committee and in accord with the requirements of appropriate lake authorities and subject to the other terms and conditions of this Declaration. The maintenance and or removal of any such device or installation shall at all times be subject to the requirements of said Committee or authorities. This Declaration shall never be deemed to authorize the construction of a mooring, pier, dock or other device where such construction or use is in violation of the property rights of others and or the laws, rules and regulations of applicable governmental authorities.

A.4 Building Exterior

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With the exception of buildings and structures constructed by Declarant, all structures must have exterior walls of at least 50% masonry on the street fronting walls and shall not have less than 30% masonry covering on the total of all exterior walls. The exterior portion of all walls, that are not masonry, shall be painted or stained immediately upon completion or shall have color mixed in the final structural application, excepting acceptable woods that are commonly used without such finishes, so that all such materials shall have a finished appearance.

A.5 Tanks, Butane, Etc.

No butane, or other tank, used for the storage of gases or liquids for fuel shall be placed on a Lot or Land unless the same is architecturally concealed from view. In the event natural gas is made available to any Lot or Land, then the Owner thereof shall promptly connect to the source of natural gas and discontinue the use of butane gas.

A.6 Fences, Walls and Hedges

No fence or wall or hedge shall be constructed on any Lot or Land nearer to any front street than is permitted for the house or building on said Lot or Land, nor nearer than 30 feet of the 825' contour of

Lake Lyndon B. Johnson The height, construction material and style of each fence or wall shall be subject to approval of the Committee, provided no fence or wall exceeding 7 feet in height shall be built on any Lot or Land

A.7 Elevated Structure Design

Other than buildings and structures constructed by Declarant, no structure on any Lot or Land shall be constructed or placed upon "stilts", pilings, piers, etc., unless same are enclosed with walls of continuity of design conforming with the principal structure This Section does not cover moorings, piers, docks, etc., which are covered by Section A.3 hereof

A 8 Yard Lighting

Structures constructed on all Lots or Land will be required, before completion, to place near the street serving the Lot or Land, a decorative electric yard light The type and location of light shall be selected and controlled by the Committee Such light shall not exceed 6 1/2 feet in height and shall be controlled by a light sensitive switch Each yard light and light sensitive switch for same shall be maintained by the Owner in a manner so that the light shall burn all night

A 9 Utilities

All utilities and utility services on all Lots or Land shall be installed underground and no above surface utility wires will be installed on any Lot or Land outside any structure This Section shall not be applicable to the utilities and utility services of Declarant

A 10 Clothes Lines

Clothes lines shall be installed so as not to detract from the aesthetic values of the property and shall be so placed to be concealed from view from all public rights of way, and shall be subject to approval of the Committee

A 11 Plumbing and Sewage

All structures shall have completed and approved plumbing and sewerage installations before occupancy Such plumbing shall conform to the requirements of the Uniform Plumbing Code as published by the Western Plumbing Association, current edition, as a guide to sound plumbing practices, and shall comply with all laws, ordinances, rules and regulations of governmental authorities having and asserting jurisdiction

Where a central sanitary sewerage system is made available to any Lot or Land on which a structure is located or being constructed, it is required that the structure be connected to and use such system Where a central sanitary sewerage system is not available to any Lot or Land, the Owner may install a septic tank provided such septic tank and attached drain fields are acceptable and meet the requirements of the proper governmental authorities having or asserting jurisdiction with respect thereto. Any malfunction of any septic tank

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and or drainage field system, after being reported to the Owner by Declarant or the appropriate authority, and not repaired within the time designated by such authority or seven (7) days, whichever occurs first, shall be cause for termination of water service to such Owner and or the applicable Lot and or Tract until such repairs are effected.

A. 12 Drainage Structures

Drainage structures under private driveways shall always have a net drainage opening area of sufficient size, in the opinion of the Committee, to permit free flow of water without backwater.

3.3 Land Use - General

The following provisions shall be applicable to all Subdivision Land regardless of Classification:

B. (1) Advertising

No sign, advertisement, billboard or advertising structure of any kind shall be erected or allowed on any of the unimproved Lots or Land and no signs shall be erected or allowed to remain on any Lots or Land, improved or unimproved, except as expressly provided in the Uses Permitted section of the particular type of Classification, and except as erected by or approved by Declarant.

B. (2) Building Area

No Lot shall be resubdivided or reclassified; provided Declarant may resubdivide and or reclassify Lots and or Tracts as provided in Section 3. 1 hereof. No structure shall be erected, placed or maintained on any portion of any Lot, which portion has an area of less than a full Lot as designated on the applicable Plat. If one structure is constructed on an area consisting of more than one Lot, the combined area, for the purpose of set back requirements, shall be considered one Lot.

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B. (3) Garages and Carports

All Land classified as (R-1) Single Family and (R-2) Two Family shall provide for at least one garage or carport of no less than 200 square feet per dwelling unit and such structure shall be connected to the main structure. The connection may be by a breezeway. No garage that is not completely enclosed will open directly on the street. All garage and or carport structures shall be enclosed on at least two sides; provided such structures located on corner Lots shall be completely enclosed. No unsightly storage shall be permitted which is visible from the street. No trucks, or unsightly vehicles or other matter shall be stored or kept for any purposes, including repair, on any Lots or Land or driveways, excepting that after the main dwelling has been completed, this provision shall not apply to boats and campers that are not used for occupancy within the subdivision. Such storage must be in enclosed garages or storage facilities protected from the view of the public and streets within the Subdivision and other residents of the Subdivision. This Section does not apply to buildings and facilities of the Declarant.

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B. (4) Water Supply

No individual water wells shall be allowed on any Lot or Land where water is made available to such Lot or Land from a central water system. The Owner of a Lot or Land shall use the water from a central water system where the system is made available to such Lot or Land from the central water system supply. Nothing herein contained shall be construed as prohibiting the Declarant from drilling a well or wells or permitting the drilling of same, on the reserved areas of said Subdivision, for the purpose of supplying water to the Owners of any Lot or Land in said Subdivision.

B (5) Occupancy, Parking and Mobile Occupancy

No mobile home, trailer, tent, lean-to, shack or other temporary structures of any nature shall be used for occupancy, or placed upon any Lot or Land or road or street that is not specifically designed for such usage by Declarant. No garage, servant's quarters or guest cottage shall be constructed on any Lot prior to the construction of the main residence, residences or commercial structures. No building material of any kind or character shall be placed or stored upon any Lot or Land until Owner has his plans and specifications approved by the Committee and has obtained a building permit from same and construction has commenced, and then such materials must be stored solely within the Lot lines.

No house trailer, camper, mobile home or any such vehicle designed for living or camping shall be parked within the Subdivision, nor shall ~~any~~ such vehicle remain overnight in the Subdivision except in areas as provided above by ~~Declarant~~ for this purpose No boat and or boat trailer shall be permitted to remain overnight on any street or driveway exposed to public view, except as provided above

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Both prior to and after occupancy of a dwelling on any Lot, the owner shall provide appropriate space for off-the-street parking for his vehicle or vehicles

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B (6) Construction of Private Boat Docks

No moorings, docks or piers shall be constructed or maintained on any Lot or Land within 1500 feet of the marina improvements constructed or to be constructed by Declarant as part of the Ancillary Facilities hereinafter described Such distance shall be measured in each direction from the marina improvements along the 825' contour of Lake Lyndon B Johnson

No boat or vessel which in the opinion of the Committee are unsightly or detract from the appearance of the Subdivision shall be permitted to remain docked or moored at any pier, dock or mooring constructed for or used in connection with any Lot or Land in the Subdivision This Section shall not be applicable to boats or vessels docked or moored at the Ancillary Facilities.

B (7) Dust and Erosion Control

Under no circumstances shall the Owner of any Lot or Land disturb the natural soil or grasses unless the Owner immediately thereafter, constructs on, paves, gravels, ~~or replants~~ such disturbed areas with ground cover approved by the Committee.

B.(8) Easements

Easements for installation, operation, maintenance, repair and replacement of utilities and drainage, including the trimming and or removal of trees and brush for drainage facilities, are reserved as shown on the applicable Plat and or as set out in the Declaration. Within these easements, no structure, fences, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels. The easements include, without limitation, the right of ingress and egress thereon at reasonable times to such easements for construction, maintenance, repair and replacement purposes, without consent or approval of the Owner of the applicable Lot or Land and without compensation or redress to the Owner of said Lot or Land by reason of such construction, maintenance, repair or replacement. Any improvements placed in the easement area by the Owner of any Lot or Land may be removed and replaced by the Declarant and or any person or entity having any right, title or interest in the easement, including, without limitation, any public authority or utility company, all without liability to and at the expense of the Owner of said Lot or Land. The easement area of each Lot or Land and all improvements thereon shall be maintained continuously by the Owner of the Lot or Land covered by said easement, except for those improvements which are owned by the Owner of the easement such as the applicable public authority or utility company.

B.(9) Electrical Power

No source of electrical energy shall be brought to the Lot or Land or used upon any Lot or Land unless and until the Committee has approved plans and specifications for the erection of the permanent improvements to be located on said Lot or Land. The Owner of such Lot or Land shall pay for connecting charges by the utility company, including individual or semi-individual transformers and or meters required.

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B.(10) Occupancy of Structures

No structure shall be occupied or used for the purpose for which it is designed or built or for any other purpose until the exterior shall have been completed and the structure connected to an acceptable sanitary sewer which has been approved by the Committee and a certificate to that effect shall have been issued by the Committee. With reasonable diligence, and in all events, within four (4) months from the commencement of construction, unless an extension of this time is specifically approved in writing by the Committee, any structure commenced shall be completed as to its exterior and all temporary structures shall be removed, and within thirty (30) days thereafter, all materials stored or used for construction, including the contractor's temporary offices, chemical toilets, construction debris and related facilities, shall be removed.

B.(11) Hunting and Firearms

No hunting shall be allowed in this Subdivision and any discharge of firearms is strictly prohibited except in such area or areas that the Declarant may designate or construct facilities suitable for such purposes.

B.(12) Storage of Tools and Trash

The storage of tools, landscaping instruments, household effects, machinery or machinery parts, trailers, empty or filled containers, boxes or bags, trash, materials, or other items that shall, in the opinion of the Committee, in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view of all public rights of way and the Owners of other Lots or Land. Trash for collection may be placed in enclosed sanitary containers at the street right of way line on regular collection days for a period not to exceed twelve hours prior to pick up. Trash, garbage or other waste and debris shall at all times be kept in enclosed sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. Storage of junk, inoperative or unlicensed cars, and other unsightly objects on any Lot or Land is expressly prohibited.

B.(13) Grass and Weeds

The Owner of each Lot and Land shall keep grass, weeds and vegetation (except as part of the landscaping plan and as approved by the Committee), trimmed or cut so that the same shall remain in a neat and attractive condition. Upon any failure of the Owner to comply with this requirement, within thirty (30) days after notice by the Declarant and or the Committee to said Owner of such condition, Declarant and or the Committee or its agent may enter upon said Lot or Land to comply with said request at the expense of the Owner, provided that the same shall not exceed Fifteen ($15.00) Dollars per Lot per each notice, which amount may be increased from time to time at the discretion of the Committee.

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B.(14) Drilling and Mining

No water well, oil, gas or mineral mining, exploring, drilling, development, refining, quarrying or other operations of a related nature shall be permitted upon or in any Lot or Land without the prior written authorization of the Committee.

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B.(15) Easements

All Lots and Land in the Subdivision are and shall be expressly subject to any and all easements and rights of way of record and are subject to natural drainage easements.

B.(16) Mineral Rights

Subject to outstanding mineral and or royalty interests, if any, relative to any Lot or Land, Declarant reserves unto itself, all minerals on, in and under each Lot or Land, but waives any and all rights of ingress and egress on the applicable Lot or Land for any purpose having to do with said minerals, including, without limitation, exploring, mining or otherwise.

3.4 Land Use Areas - Residential

In addition to the preceding provisions, the following shall be applicable to all Land classified R-1, R-2, R-4 and R-6 as defined herein.

C. (1) Livestock, Poultry and Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and are not kept in quantities which create an annoyance or nuisance to the neighborhood.

C. (2) Landscaping

No trees, plants, shrubs or foliage shall be planted, kept or maintained in such a manner as, in the opinion of the Committee, shall create a serious potential hazard to the other residents of the area.

C. (3) Spaces between Building - Passageways

Where more than one building or a multiple dwelling is located on a Lot, the following spaces and passageways shall be provided and maintained:

(a) There shall be at least ten feet between every one family dwelling, two family dwelling, multiple dwelling and any other building on the same Lot. These regulations do not apply to required spaces between accessory buildings and other buildings on the same Lot, which requirements are otherwise provided for by the provisions of C. (4) hereof.

(b) There shall be a passageway at least ten feet in width extending from a street to one entrance of each dwelling unit in a multiple dwelling, unless there is an entrance to the dwelling unit open onto the street or into a hallway opening onto the street.

(c) Where dwellings or group dwellings arranged around a court, the average width of the court shall not be less than 20 feet. Such court may serve as the passageway for rear buildings or as the space between buildings.

C. (4) Accessory Buildings

The accessory buildings and structures necessary to such use may occupy not more than fifty (50) per cent of a required rear yard, may not be more than fifteen (15) feet in height, and must be located at least ten (10) feet from the nearest part of a main building. No accessory building shall be erected closer than fifteen (15) feet to the line of an abutting Lot to the rear and no such building shall occupy any portion of a required front or side yard.

Except for boat houses, if located at the water's edge or over the water on waterfront Lots, all garages, guest houses, servant's quarters, structures for storage, boat storage structures and other buildings erected on any Lot or Lots in conjunction with any one residence, must be attached to the main residence by a common wall or by covered breezeway or passageway.

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C (5) Side Yard Setback - Reverse Corner Lots

In the case of a reversed corner Lot, there shall be a side yard setback on the street side of the corner Lot of not less than the front yard requirements for the Lots in the rear of such corner Lot.

3.5 R-1 Single Family Residential District

The following uses and regulations shall apply in the R-1 Single Family Residential District unless otherwise provided in these reservations.

D.(1) Uses Permitted

(a) A One Family dwelling

(b) The accessory building and structures necessary to such use located on the same Lot.

(c) Maintaining mail address for commercial, professional and business license purposes only. No commercial, professional or business use shall be permitted Without limitation, no stock in trade, supplies, nuisance producing apparatus or equipment shall be kept on the premises, and no employees or assistants shall be engaged for said services on the premises. Except as otherwise provided in this Section, no signs shall be displayed.

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(d) One professionally made sign of not to exceed one (1) square foot in area containing only the name and title or occupation of the occupant.

(e) Temporary sign not to exceed six (6) square feet in area giving the names of the contractors, engineers and architects during construction period

D (2) Maximum Building Height

Two levels not to exceed 25' above highest natural contour line of the applicable Lot.

D (3) Minimum Yard Requirements

Except as specified to the contrary on the Plat, which specification shall control, the following shall apply

(a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the closest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.

(b) A principal structure shall provide total side yards of not less than fifteen (15) feet with not less than five (5) feet on one (1) side Corner Lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.

(c) A rear yard shall be maintained of at least fifteen (15) feet from the property line to the nearest building line.

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(d) Except boat docks and boat houses built at water's edge or over water, no structure on any Waterfront Lot shall be located nearer the 825' contour than 30', without special permission from the Committee. The location of boat docks and boat houses, etc., shall be subject to approval of the Committee. The Committee shall issue permission for variation of this requirement only when, in the sole opinion of the Committee, such variation is aesthetically and architecturally sound.

D. (4) Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty (50) percent of the total Lot area shall be used for the Dwelling and other structures.

D. (5) Maximum Dwelling Unit Size

All residences located North of R.M. or F.M. 2147 shall require not less than the following number of square feet of ground or first floor living area, excluding carport, garage, covered porches, covered contiguous patios or other similar appendages, on the Lots as specified below.

1800 square feet: for all Lots contiguous with any portion of the golf course including fairway and all Lots contiguous with the 825' contour of Lake Lyndon B. Johnson, as well as the second row of Lots back from the golf course as described above, and the second row of Lots back from the 825' contour of Lake Lyndon B. Johnson. The term "second row of Lots", as used herein, shall mean all Lots which are not contiguous with but which either adjoin Lots contiguous with the 825' contour of Lake Lyndon B. Johnson and or the golf course or which are across the street from Lots which are contiguous with said 825' contour or the golf course, as the case may be.

1200 square feet: for all other Lots located in this area, being North of R.M. or F.M. Road 2147.

All residences located South of R.M. or F.M. Road 2147 shall require not less than the following number of square feet of ground or first floor living area:

1800 square feet: excluding carport, garage, covered porches, covered contiguous patios or other similar appendages for all Lots fronting any portion of the golf course including fairways and the second row of Lots from the golf course as described above.

1200 square feet of ground or first floor area including carport, garage, covered porches, and contiguous patios, providing that a minimum of 80% of such floor area is enclosed dwelling portions, for all other Lots in this area being located South of R.M. or F.M. Road 2147.

3.6 R-2 Two Family Residential District

The following uses and regulations shall apply in the R-2 Two Family Residential District unless otherwise provided in these reservations.

E. (1) Uses Permitted

(a) Any use permitted in the R-1 area.

(b) Two Family Dwelling or two (2) One Family Dwellings.

(c) The accessory buildings necessary to such use located on the same Lot.

(d) One (1) professionally made sign per dwelling unit of not to exceed one (1) square foot in area containing only the name and title or occupation of the occupant.

(e) Temporary sign of not to exceed six (6) square feet in area giving names of the contractors, engineers and architects during construction period.

E. (2) Maximum Building Height

Two levels not to exceed 25 feet above the highest natural contour line of the applicable Lot.

E. (3) Minimum Yard Requirements

Except as specified to the contrary on the Plat, which specifications shall control, the following shall apply:

(a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the nearest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.

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(b) A side yard setback shall be maintained of at least five (5) feet in depth from all side property lines to the building line of any structure. Corner Lots shall maintain a minimum setback of twenty-five (25) feet from the side street line.

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(c) A rear yard shall be maintained of at least fifteen (15) feet from the property line to the nearest building line, excepting fences, walls and hedges when constructed as provided for in the preceding provisions.

E. (4) Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty (50%) per cent of the total Lot area shall be used for the dwelling and other structures.

E. (5) Minimum Dwelling Unit Size

All two family residences shall require not less than nine hundred fifty (950) square feet of floor area for each unit including carport, garage, covered porches, covered contiguous patios, etc., with a minimum area of seven hundred fifty (750) square feet for enclosed living area in the dwelling portion of each unit; provided that if such two family residence is located on an R-2 Lot that is situated either contiguous to any portion of the golf course or the 825' contour of Lake Lyndon B. Johnson or the second row of lots, as hereinbefore defined, then, and in such event, the enclosed living area in the dwelling portion of each unit shall be no less than nine hundred fifty (950) square feet.

3.7 R-4 Multiple Residential District

The following uses and regulations shall apply in the R-4 Multiple Residential District unless otherwise provided in these reservations.

F.(1) Uses Permitted

(a) Any use permitted in the R-1 or R-2 areas.

(b) Multiple Family Dwellings and or Apartment Houses.

(c) The accessory buildings necessary to such use located on the same Lot.

(d) One (1) professionally made sign of not to exceed three (3) square feet in area containing only the name and title or occupation of the occupant.

(e) One (1) professionally made unlighted sign not to exceed six (6) square feet in area containing only the name of the apartment or dwelling structure.

(f) Temporary sign of not to exceed six (6) square feet in area giving the names of the contractors, engineers and architects during the construction period.

F.(2) Maximum Building Height

Two levels not to exceed thirty (30) feet from the highest natural contour line of the applicable Lot.

F.(3) Minimum Yard Requirements

Except where there is specifically called out on the Plat, which specification shall control, the following shall apply:

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(a) Front yard setbacks shall conform to a minimum depth of twenty-five (25) feet from the front property line to the closest structural projection, including porches, but not including eaves, overhangs, planters or fireplaces.

(b) A side yard setback shall be maintained of a least five (5) feet in depth from all side property lines to the building line of any structure. Corner Lots shall maintain a minimum setback of twenty-five (25) feet wide from the side street line.

(c) A rear yard shall be maintained to at least fifteen (15) feet from the property line to the nearest building line.

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F.(4) Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than fifty (50) percent of the total Lot area shall be used for the dwelling and other structures.

F.(5) Minimum Automobile Parking Requirements

One and one-half (1-1/2) off-street parking spaces for each two (2) bedroom or more dwelling units ~~or one (1) off-street parking space~~ for each one (1) bedroom unit or bachelor apartment. A full parking space shall be provided in each instance where a fractional space would otherwise be required. Under no circumstances will any parking be permitted within the setback areas adjacent to streets or on the streets.

F. (6) Minimum Dwelling Unit Size

Each and every dwelling unit on the premises shall consist of at least seven hundred fifty (750) square feet of living area for structures having less than 20 living units. For structures containing over 20 dwelling units, the Committee will set, in each individual instance, the minimum square footage area required for each dwelling unit.

3.8 R-6 Apartment, Townhouse and Cottage District

The following uses and regulations shall apply in the R-6 Apartment, Townhouse and Cottage District unless otherwise provided in these reservations.

(a) (i) Apartments; (ii) Townhouses and (iii) Cottages.

(b) Any uses permitted in the R-4 Area of this Declaration with the following exceptions:

(i) All Lots shall be used for apartments, townhouses or cottages, individually owned or owned in condominium.

(ii) Each apartment, townhouse and cottage residence may have appurtenant thereto a two-car carport and golf cart storage area or such carports and golf cart storage areas may be a part of the common elements.

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(iii) Accessory buildings or structures necessary to such use may be erected upon the same Lot or parcel subject to the approval of the Committee.

(iv) Any signs erected shall conform to Paragraph 1 of the Requirements of Residential Land Use - General of these Regulations.

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G. (2) Maximum Building Height

Not more than twenty-five (25) feet above highest natural contour line of the applicable Lot; provided, in the case of multiple dwelling complexes of more than 20 dwelling units, the Committee may increase the maximum building height.

G. (3) Minimum Yard Requirements

Same as in the R-4 area except that front setback lines shall be 20' and rear setback shall be fifteen (15) feet.

G. (4) Maximum Area of Dwelling

Notwithstanding uses permitted herein, no more than sixty per cent (60%) of the total Lot area shall be used for the dwelling units and other structures.

G. (5) Minimum Automobile Parking Requirements

One and one-half (1-1/2) parking spaces for each two (2) bedroom or more dwelling units or one (1) parking space for each one (1) bedroom unit or bachelor apartment. A full parking space shall be provided

in each instance where a fractional space would otherwise be required. Under no circumstances will any parking be permitted within the set-back areas adjacent to streets or on the streets.

G.(6) Minimum Dwelling Unit Size

The minimum living area of each dwelling unit in any one Multiple Dwelling complex having more than 20 dwelling units shall be set in each instance by the Committee; provided the minimum size shall be no more than the minimum dwelling unit size for Multiple Dwelling complexes having less than 20 units. For Multiple Dwelling complexes having less than 20 units, the minimum dwelling unit size shall be as follows:

(a) Apartments. Each and every dwelling on the premises shall consist of at least seven hundred fifty (750) square feet of living area.

(b) Townhouses. Each and every dwelling unit on the premises shall consist of at least twelve hundred (1200) square feet of living area.

(c) Cottages. Each and every dwelling unit on the premises shall consist of at least fourteen hundred (1400) square feet of living area.

3.9 C-2 General Commercial District

In addition to the preceding provisions, the following uses and regulations shall apply in the C-2 General Commercial District.

H.(1) Uses Permitted

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(a) Retail or wholesale stores or businesses not involving any kind of manufacture, processing or treatment of products other than that which is clearly incidental to the retail or wholesale business conducted on the premises.

(b) Automobile parking areas.

(c) Automotive service stations (including super-service stations), where approved by the Committee.

(d) Public utility or public services buildings and structures necessary to such use.

(e) Restaurants, tea rooms and cafes, including on and off premises sale of alcoholic beverages, where the law provides.

(f) Theatres or auditoriums (except for drive-in theatres).

(g) Such other types of retail and wholesale businesses shall be permitted where in the sole opinion of the Committee, such businesses are compatible with the uses permitted above and with other businesses conducted or planned for the immediately adjacent areas.

(h) The accessory buildings and structures necessary to such use located on the same Lot or Land.

H. (2) Maximum Building Height

Two levels of twenty-five ~~(25)~~ feet above highest natural contour of the applicable Lot or Land.

H. (3) Storage of Materials

The storage of supplies and equipment, boxes, refuse, trash, materials, machinery or machinery parts, or other items that shall in appearance detract from the aesthetic values of the property, shall be so placed and stored to be concealed from view from the general public.

H. (4) Maximum Area of Building

Building area shall not exceed sixty percent (60%) of the Lot or Land area.

(4) Special Provisions

4.1 Lake Bottom

The Declarant states that the lake bottom abutting this Subdivision up to the 825' contour is privately owned by third parties not the Declarant, subject to a recorded easement in favor of the Lower Colorado River Authority for flooding purposes; and to a non-exclusive use recorded easement in favor of Declarant, its successors and assigns, covering a strip 10 feet wide lakeward from the 825' contour for the limited purposes of providing access to the water and for the construction of docks, piers and the like, subject to the conditions stated in said easement. Subject only to the foregoing, the owner of the lake bottom up to the 825' contour has reserved all rights and privileges of ownership relative to said lake bottom to the 825' contour, including, without limitation, the right to construct structures on and over the lake. The rights of Declarant and each Owner are and shall be expressly subject to the foregoing.

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4.2 Ancillary Facilities and Club Membership

Declarant has constructed or proposes to construct certain facilities ("Ancillary Facilities") such as the yacht club, golf course, marina, stables, pro shop, parks and other such facilities on the Subdivision Land or part thereof or in the general vicinity of the Subdivision Land. This Declaration shall never be deemed to obligate Declarant to commence or complete any such Ancillary Facilities and or to commence or continue to operate the same, all of which shall be in the sole discretion of the Declarant. The lands on which the Ancillary Facilities have been or may be constructed are not and shall not be deemed to be part of the Subdivision Land unless and until Declarant shall commit the same to this Declaration by filing a Plat meeting the Formal Requirements as set forth above.

Subject to approval thereof by the membership committee of any club or clubs using said Ancillary Facilities or any part thereof, Declarant may but shall not be obligated to extend membership privileges in such club or clubs to any Owner of any Lot or Land in the Subdivision, as well as other persons who are interested and qualified, subject to payment of initiation fees, dues and applicable charges.

4.3 Nuisances

No noxious or offensive activities shall be carried on upon any Lot or Land, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

4.4 Maintenance Fee and Property Owner's Association

Each Lot and Tract, except those owned by Declarant, shall be subject to an annual maintenance fee, payable January 1, in advance each year. Said fee shall be established and collected by Declarant, its successors or assigns, until the formation of a Property Owner's Association ("Association") as herein provided.

Until the formation of the Association, as herein provided, Declarant establishes said fee at Forty-Eight ($48.00) Dollars per Lot, or dwelling unit thereon, whichever is the greater. When the Association has been formed, the Association shall have the right at any time to reduce and or increase the maintenance fee, to the extent it deems such reduction and or increase to be in the best interest of the Subdivision; provided such increase or reduction is uniform as to all Lots in the Subdivision.

All maintenance fees shall be deposited in a fund to be maintained and used by Declarant for the purpose of improving and maintaining streets, parkways and easements, security protection, maintaining and operating the water system and all other purposes necessary or desirable in the sole opinion of Declarant to benefit the Subdivision; provided that when 50% of the Lots in the Subdivision have been deeded to the Owner thereof, excluding Declarant, the maintenance fees shall be deposited in a fund to be maintained and used by the Association for the above stated purposes and such other purposes as may be necessary or desirable in the opinion of the Association to benefit the Subdivision. Maintenance funds may also be used for the maintenance of private property in the Subdivision, including the private property of Declarant in the Subdivision and the Ancillary Facilities whether or not the same are in the Subdivision. In addition and without limitation of the foregoing, the collection, maintenance and use of maintenance fees and funds shall never be deemed to impose any duty or obligation on Declarant and or the Association to improve and maintain streets, parkways and easements, security protection, maintaining and operating the water system or otherwise beyond use of the maintenance funds on hand and available for such use after allowing for reasonably anticipated future expenses of like nature and contingencies.

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The Association shall be formed when fifty percent (50%) of the Lots in the Subdivision have been deeded to the Owners thereof, excluding Declarant. The Association shall act by vote of a majority in interest of the Owners of the Subdivision Land, voting in accordance with its procedures established in accordance with its Bylaws. All Owners of Lots and or Land, including Declarant, shall be members of the Association. The Association may be a corporation organized under the Texas Non-Profit Corporation Act.

The obligation to pay the maintenance fee shall be secured by a lien on each Lot in favor of the Declarant until the Association is established as set forth herein and thereafter in favor of the Association, but it is expressly provided such lien shall in all respects be subordinate

and inferior to any and all liens previously or subsequently voluntarily placed on said Lots by Declarant and or by the Owners of said Lots; provided any foreclosure of said voluntary liens by judicial or non-judicial foreclosure shall be expressly subject to the liens securing the maintenance fees provided for herein and provided such judicial or non-judicial foreclosure shall never extinguish or be deemed to extinguish the lien securing any maintenance fees which may then be due or may become due thereafter.

4.5 Minerals and Royalties

This Declaration is expressly subject to the oil, gas and or minerals and or royalty interests, if any, which are outstanding of record affecting the applicable portions of the Subdivision Land.

4.6 Certain Rights of Declarant

Declarant shall have the right but not the obligation at any time and from time to time to cause or permit the owners of other land adjoining or in the vicinity of the Subdivision to commit said lands or any part thereof to this Declaration and the Conditions thereof, and in such event Declarant may delegate any or assign all or part of the rights and privileges, duties and obligations of the Declarant under this Declaration to the owner of such other land, subject to the following terms and conditions: In the event Declarant exercises the rights herein reserved, Declarant shall execute and deliver to the owner of such other land an instrument in writing and in recordable form wherein Declarant shall grant said right to said owner. Said instrument shall contain a legal metes and bounds description of the land as to which said right is granted and said instrument shall contain a specific grant of any and all rights and privileges, duties and obligations of the Declarant under this Declaration which may be delegated and or assigned to the owner of said other land with respect to said other land if and to the extent the owner thereof shall commit the same to this Declaration. All rights and privileges and all duties and obligations of the Declarant not expressly delegated and or assigned in such instrument shall be deemed to be reserved to and may be exercised by Declarant as to such other land if and to the extent owner thereof shall commit the same to this Declaration. Upon receipt of the above instrument and at any time and from time to time thereafter the owner of such other land shall have the right but not the obligation to commit any or all of such other land to this Declaration by filing a Plat meeting the Formal Requirements hereof, except that such Plat shall be executed by such other owner and or the successors and assigns of such other owner in lieu of Declarant.

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(5) General Provisions

5.1 Duration

The covenants and Conditions of this Declaration shall run with the Subdivision Land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is filed for record in Llano & Burnet Co.'s Texas, after which time the covenants and Conditions shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument of termination meeting the following requirements.

The instrument of termination shall be in writing and shall be executed and acknowledged by the then Owners of a majority in interest of fee title to the Subdivision Land (excluding the Subdivision Land included in roads and streets), and must be filed of record in Llano and Burnet Counties, Texas. The instrument of termination shall be effective to terminate this Declaration and the Conditions at the expiration date of the initial 25 year term if said instrument of termination is filed of record as set forth above during the initial 25 year term or if filed of record as set forth above during any 10 year period of extension and shall be effective to terminate this Declaration and the Conditions at the end of said 10 year period of extension.

5.2 Amendments

This Declaration and any or all of the Conditions set out herein may be amended by an instrument of amendment meeting the following requirements. The instrument of amendment shall be in writing and shall be executed and acknowledged by the then Owners of a majority in interest of the fee title of the Subdivision Land (excluding the portion of the Subdivision Land included in roads and streets) and must be filed of record in Llano and Burnet Counties, Texas. Without limitation, the instrument of amendment may amend Section 5.1 hereof. The instrument of amendment shall be deemed to be effective on the date the instrument is filed of record in Llano and Burnet Counties, Texas. Any amendment to this Declaration shall be binding on all Lots and Owners after the effective date thereof, but shall apply to any buildings or structures not started at the time of such effective date.

5.3 Notices

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Owner on the records of Declarant (or after 50% of the Lots in the Subdivision have been deeded to the Owners thereof, excluding Declarant, the records of the Association) at the time of such mailing. This Section shall never be deemed to obligate Declarant and or the Association to maintain records of addresses or to give notices. It shall be the duty of each Owner to keep Declarant and or the Association currently advised as to the address of Owner.

5.4 Declarant

The term "Declarant" shall mean the above named Declarant, its successors and assigns, and shall include any person or entity to which Declarant may assign and or delegate its rights and privileges and duties and obligations hereunder, which rights and privileges, duties and obligations are and shall be assignable. In this connection, Declarant shall have the right but not the obligation to assign its rights and privileges, duties and obligations, in whole or in part, to any persons, civic group and or the Association. Declarant shall be relieved of any and all responsibility under this Declaration if and to the extent Declarant shall make such assignments.

5.5 Severability

In the event that any of the provisions of this Declaration conflict with any other provisions hereof and or with the applicable Plat, the more restrictive provisions shall govern.

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In this connection, without limitation, Declarant shall have the right at its election to impose additional special conditions on any Lot or Lots which special conditions, if any, shall be set forth on the face of the Plat and or in a separate instrument filed at the same time and in connection with said Plat. Said additional special conditions shall be binding on the particular Lot or Lots covered thereby and shall be deemed to be part of the Conditions of this Declaration.

If any paragraph, section, sentence, clause or phrase of the Conditions and covenants herein contained shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases and or shall become or be illegal, null or void.

5.6 Enforcement

If any Owner of any Lot or Land shall violate or attempt to violate this Declaration or any of the Conditions or covenants herein, it shall be lawful for Declarant, the Committee or any Members thereof, the Association, or any Owner of any Lot or Land in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate this Declaration or any such Conditions or covenants and to prevent such violation or threat of violation and or to recover damages for such violation or threat of violation, including reasonable attorney's fees and in general to pursue and seek such other remedies and or relief as may be permitted at law and or in equity, including, without limitation, specific performance. Without limitation, in order to enhance and protect the value of the Lots described herein, the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any Conditions either to prevent such violations or to recover damages or other dues for each violation is also expressly reserved to Declarant; however, this Section shall never be deemed to obligate Declarant to threaten or prosecute any proceeding in law or equity, or otherwise enforce this Declaration or the Conditions.

Breach of any of the Conditions or covenants hereof by any Owner shall not in anywise affect any valid mortgage or lien made by said Owner or a predecessor or successor in title of such Owner; provided said mortgage or lien was made in good faith and for value and not made for the purpose of defeating the purposes of such Conditions or covenants.

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IN WITNESS WHEREOF, Lake Lyndon B. Johnson Improvement Corporation has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized, this 5th day of July, 1971.

LAKE LYNDON B. JOHNSON IMPROVEMENT CORPORATION

By Norman C. Hurd
Norman C. Hurd, President

ATTEST:

Dorothy E. Hurd
Secretary

Filed for Record the 7 day of July, 1971, at 1:30 o'clock P.M.
Recorded the 8 day of July, 1971, at 1:50 o'clock P.M.
Lee McDonald, County Clerk, Llano County, Texas
By Delma Atchison Deputy.

THE STATE OF TEXAS }
SS.
COUNTY OF BURNET }

On this the 5th day of July, 1971, before me, the undersigned officer, personally appeared Norman C. Hurd, who acknowledged himself to be the President of Lake Lyndon B. Johnson Improvement Corporation, a Texas corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as such officer.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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Clayton Holen
Notary Public in and for Burnet County, Texas

When Recorded return to:
Lake Lyndon B. Johnson
Improvement Corp.
Rt. 3 Box 109
Marble Falls, Texas
78654