DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER HILLS RANCHES

THE STATE OF TEXAS §
COUNTY OF BURNET §

WHEREAS, Recreational Land Sales, LLC, a Texas limited liability company, (herein collectively called "Declarant") is the Owner of a certain tract or parcel of land in Burnet County, Texas, being all of that certain tract of land containing a total of 696.89 acres, more or less, and being more particularly described at **Exhibit A**, (herein called the "Property");

AND, WHEREAS, the Declarant desires to sell Ranches (as defined below) within the Property;

AND, WHEREAS, the Declarant proposes to establish and implement a grazing association for the benefit of and to be binding upon all the Owners (as defined below);

AND, WHEREAS, the purposes of this declaration are to protect Declarant and its successors and assigns and the Owners against improper development and use of the Ranches within the Property; to provide for management of the Property; to establish and enforce design and construction standards and criteria to achieve an aesthetically harmonious environment that will promote the general welfare of the Declarant and the Owners within the context of a grazing association where the owners share the benefits and burdens of managing the herd or herds through cooperation with a grazing association.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, the Declarant hereby declares that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and same shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof; and that (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I
DEFINITIONS

1.01 **Board**. Shall refer to the Board of Directors of the Grazing Association.

102 **Certificate of Formation**. The Certificate of Formation for **River Hills Grazing Association** as filed with the Texas Secretary of State, as amended from time to time according to the provisions thereof.

1.03 **Common Area**. Shall mean all real property owned by the Grazing Association for the common use and enjoyment of the Owners designated as such on the plat.

1.04 **Declarant**. Shall mean and refer to Recreational Land Sales, LLC, a Texas limited liability company, and its successors and assigns.

1.05 **Declaration**. Shall mean this Declaration of Covenants, Conditions and Restrictions for the River Hills Ranches, as same may from time to time be amended.

1.06 **Grazing Area**. The Grazing Area is the area of the Ranches which is not enclosed by a fence.

1.07 Grazing Association. Shall mean and refer to River Hills Grazing Association, a Texas non-profit corporation, its successors and assigns, which shall be formed by the Declarant.

1.08 Grazing Committee. The Grazing Committee shall be the committee appointed by the Board pursuant to this Declaration and the Bylaws, and its successors and assigns. Any member or members of the Grazing Committee may serve concurrently on the Board of the Grazing Association.

1.09 Improvement. Shall mean a residential dwelling, any permanently detached structure greater than 150 square feet in footprint size, or any fence.

1.10 Owner(s). Shall mean and refer to the record Owner, whether one or more persons or entities, of equitable title (or legal title if same has merged) of any Ranch. The foregoing does not include any persons or entities that hold an interest in any Ranch merely as a security for the performance of an obligation, except as stated otherwise herein. Owner shall not include a lessee or tenant of an Owner. The term Owner shall not include a developer, who for this Declaration shall be defined as a builder, contractor, investor, or other person or entity who purchases a Ranch in the Subdivision for the purpose of resale to a public purchaser, or for the purpose of constructing improvements thereon for resale to a public purchaser.

1.11 Plat. Shall mean the plat or plats of record of River Hills Ranches filed by Declarant in the county or counties in which the Property is located, including the final plat of record of River Hills Ranches, Phase One, a Private Subdivision filed by Declarant in the real property records of Burnet County. The Plat may be amended from time to time by Declarant.

1.12 Property. Shall mean and refer to that certain real property described on **Exhibit A** and any additional property made subject to this Declaration.

1.13 Public Purchaser. Shall mean any person or legal entity who becomes an Owner of any Ranch within the Subdivision.

1.14 Ranch(es). Shall mean each of those parcels of real property identified as individual lots on the Plat.

1.15 Residence. Shall refer to a structure containing one dwelling unit only.

1.16 Subdivision. Shall means the Property covered by the Plat and any additional property added to the Plat or made subject to this Declaration.

ARTICLE II
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.01 A. Land Use

(1) The principal use of each Ranch will be agricultural through the keeping of livestock per Section 23.51(1) and (2) of the Texas Property Tax Code. Each Ranch may use one acre for a Residence and/or commercial use, provided such use does not interfere with the agricultural use as the principal use of the Property. The term "Residence" shall expressly exclude mobile homes and house trailers which shall not be allowed; however, tiny homes, barndominiums, and other alternatively built structures shall be allowed. Recreational vehicles, including RVs, fifth wheels and trailers used for travel (collectively "RVs"), shall be allowed for two consecutive weeks at a time on each Ranch prior to the construction of a Residence on such Ranch; however, no more than two RVs shall be allowed on any Ranch at one time and no Ranch Owner shall allow RVs to be present on such Owner's Ranch for more than a total of fourteen (14) days during any calendar month. After construction of a Residence on a Ranch is substantively complete, as determined by the Grazing Committee, no Owner shall allow more than one RV at a time to remain on such Owner's Ranch overnight and no Owner shall allow RVs to be present on such Owner's Ranch for more than a total of seven (7) days during any calendar month. An Owner or occupant of a residence may conduct business activities within a residence or on a Ranch so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Ranch; (iii) the business activity conforms to all zoning requirements for the Subdivision; (iv) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (v) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted.

(2) All liquid propane tanks will be properly screened with plant materials, fencing, or buried so they cannot be seen from any road in the subdivision or an adjoining property.

B. Building Location

Residences and Improvements shall be situated on each Ranch no nearer than twenty-five feet (25') from any property line; provided the Declarant, the Board, or the Grazing Committee may grant a variance in writing allowing that Improvements may be constructed closer than twenty-five feet from a property line or property lines on an irregularly shaped Ranch where such variance does not interfere with the agricultural use as the primary purpose of the Property, as determined by the Grazing Committee. Written approval of such variance is required separately for each Ranch for which a variance is sought. For the purposes of this paragraph, porches, stoops, bays and covered areas are considered a part of the Improvements.

C. Sewage Disposal

No outside toilets shall be permitted. Installation of septic tanks and soil absorption sewage disposal systems shall be in accordance with the minimum recommendations required by the State of Texas and/or the county in which the Property is located.

D. Garbage And Refuse Disposal

(1) Each Ranch shall be maintained in an attractive condition. No Ranch shall be used or maintained as a dumping ground for rubbish or trash. Trash, garbage and other waste shall not be kept on any Ranch except in sanitary containers.

(2) No trash, ashes or other refuse may be deposited on any portion of the Property.

E. Nuisances

No obnoxious or offensive activities shall be carried out or upon any Ranch, nor shall anything be done thereon which may be or become an annoyance or a nuisance in the neighborhood or which would interfere with the agricultural use of the Property.

F. Fencing and Gates

Subject to the provisions of this Paragraph 2.01 F, fencing is permitted in order to enclose a one-acre portion of each Ranch on which the dwelling structure is located provided such fencing does not interfere with the agricultural use of the Property or the ingress and egress of livestock to the Grazing Area. Perimeter fencing is not permitted except when specifically prescribed and permitted by the Grazing Committee in writing.

G. Livestock, Pets and Poultry

(1) Any use of the Ranches for the keeping of pets or other animals (including horses) are secondary to the grazing of livestock on the Property and shall be conducted only at levels that do not adversely impact the agricultural use of the Property.

(2) Each Owner shall keep any animals allowed by this section enclosed on the one-acre or less portion of such Owner's Ranch which may be fenced.

(3) No Livestock shall be allowed on the Property or the Ranches except such Livestock that is owned by the Grazing Association or such Livestock which is subject to a grazing lease executed by the Grazing Association or the Grazing Committee.

(4) No swine may be bred, kept or maintained on any Ranch, except for personal consumption and/or show competition.

(5) No poultry or fowl may be kept on any Ranch for the purpose of gaming or fighting.

(6) Though dogs are permitted on the Property, commercial dog breeding or boarding operations are not permitted.

H. Inoperative Vehicles

No junk, wrecking or auto storage shall be located on any Ranch. No discarded, abandoned, unlicensed or inoperative automobile, other vehicle or trailer shall be kept, stored or permitted to remain on any Ranch unless stored in a garage or shop and out of plain sight. A vehicle shall be considered inoperative if it has not been moved under its own power for more than thirty (30) days.

I. Mineral Production

No oil or gas drilling, oil or gas operations or quarrying or mining operations of any kind will be permitted on any Ranch except by directional drilling from a surface location other than the Property.

J. Grazing Management

All Ranch Owners must participate in the Grazing Association. Owners of the Ranches agree to commit the primary use of their Ranch to Agriculture, specifically to the

keeping of livestock as determined by the Grazing Committee. The purpose of the Grazing Committee is to actively manage the participating Ranches through the management of livestock on the Property and the Ranches. The Grazing Committee will consult property tax and other experts in order to determine and with the purpose of maintaining the number of livestock required and the conditions required by the county in which the Property is located in order that the Property and the Ranches meet the definition of "qualified open-space land" under Section 23.51 of the Texas Property Code. Preparation, implementation and maintenance of the agricultural use as described in this paragraph are the primary goals of the Grazing Association and the Grazing Committee. By acceptance of their deed, all Owners agree to the following terms pertaining to the Grazing Association:

(1) Owners agree that the management of livestock and/or exotic animals on their Ranch will be managed by the Grazing Association;

(2) Owners agree that they will not fence more than one acre and that if any such area is fenced, such area shall include the land upon which their Residence is built and that no fence shall be erected that interferes with the free grazing of the livestock except as specifically approved by the Grazing Committee in writing;

(3) Owners agree that any residential development that occurs on their property shall be secondary in nature to the principal use which shall be Agricultural use and that any residential development shall not significantly or demonstrably interfere with the agricultural practices and activities being conducted on the land as determined by the Grazing Committee.

(4) Owners agree that the Declarant, the Board, and the Grazing Committee shall have the right to inspect their Ranch to ensure compliance with this Declaration, to determine what activities and uses do or do not interfere with or adversely affect the primary use of agriculture, to implement agricultural practices in the event of a breach of this Declaration, to enforce this restriction, and to recoup costs involved in enforcement, as further provided in this Declaration.

(5) Owners agree that the Declarant, the Board and the Grazing Committee, or any contractor or employee of the Grazing Association, who is authorized by the Grazing Association or the Grazing Committee to do so, may place watering troughs or artificial watering points ("Troughs") or feeders on any part of the Grazing Area on any Ranch as the Grazing Committee, at its sole discretion, deems necessary for the management of the livestock on the Property and that Owners shall not alter or modify such feeders or Troughs unless authorized in writing by the Grazing Committee.

(6) Owners agree that the Declarant, the Board and the Grazing Committee, or any contractor or employee of the Grazing Association, who is authorized by the Grazing Association or the Grazing Committee to do so, may enter onto the Grazing Area of any Ranch during daylight hours in order to fill any feeders or Troughs as the Grazing Committee, at its sole discretion, deems necessary.

K. Owners Acknowledgment

(1) Each Owner is responsible for ascertaining all governmental requirements and prohibitions with respect to its Ranch and, by acceptance of a deed to a Ranch, agrees to abide by the same. No statement herein, nor action or inaction by the Declarant or the Grazing Association shall act to relieve an Owner from such duty of compliance.

(2) Each Owner is responsible for filing their own application for an Agricultural Valuation for property tax purposes with the applicable county or counties. The Grazing Committee will provide a copy of any applicable grazing lease or grazing plan to each Owner, either upon request or annually, at the option of the Grazing Committee. The Grazing Committee may, at its option, assist Owners in compiling the correct documents or in filing such applications for an Agricultural Valuation, but is not obligated to do so.

L. Remedies of Declarant

By acceptance of deed to a Ranch, each Owner agrees that Declarant, the Board, and/or the Grazing Committee shall have the right to enter upon any Ranch on which one or more violations of this Declaration may have occurred for the purpose of enforcing or curing any such violation, provided that the Owner has been given prior written notice of such violation and such Owner has failed to remedy the complaint or violation within the time specified by such notice. EACH OWNER INDEMIFIES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, AGENTS AND EMPLOYEES, THE BOARD, THE GRAZING COMMITTEE, AND THE GRAZING ASSOCIATION, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL COSTS AND EXPENSES OF SUCH CURATIVE ACTION AND ANY PENALTY OR FINE LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS RANCH. The foregoing remedies shall be cumulative of all other remedies for violations of any provisions of this Declaration.

ARTICLE III
GRAZING ASSOCIATION

3.01 Grazing Association

(a) The Developer has organized the Grazing Association, a Texas Non-Profit Corporation. The purposes of the Grazing Association are (i) to administer and enforce the covenants and restrictions set forth in this Declaration; (ii) to provide for the upkeep and maintenance of the Common Area; (iii) to make and collect Assessments and special assessments, as described in this section 3.01, for the payment of expenses of the Grazing Association, including, but not necessarily limited to (a) costs of maintaining common areas and costs of maintaining and replacing private roads; (b) Ad Valorem taxes assessed against any common areas of the Subdivision; (c) liability insurance associated with the property of the Grazing Association; (d) directors' and officers' insurance (or whatever liability insurance is applicable to the members of the Board and the Grazing Committee in their role as such) for the Board and the members of the Grazing Committee; (e) shared costs of managing the herd or herds of animals managed by the Grazing Committee or the costs of managing a grazing lease to keep livestock on the Property and the Ranches; (f) costs, including attorney's fees and other costs of litigation to administer and enforce the covenants and restrictions set forth in this Declaration; and (g) other activities of the Grazing Association.

(b) The Grazing Association will be governed by the Bylaws of the Grazing Association. A copy of the Bylaws of the Grazing Association will be provided to each Owner upon request.

(c) All assessments made by the Grazing Association shall be divided equally among the Ranch Owners, provided however that an Owner or Owners who own two or more contiguous Ranches, titled in the same name or names, may, upon election of the Owner or Owners, be allocated such assessments as if two or three contiguous Ranches were one Ranch. A group of two or three lots counted as one Ranch for assessment purposes shall also be counted as one Ranch for all voting purposes of the Grazing Association. This exception applies for up to three contiguous Ranches which are titled in the same name or names. An Owner or Owners who own contiguous Ranches may use this exception for only one group of two or three Ranches. This exception must be claimed by the Owner or Owners by written notification to the Board.

(d) Each Owner of a Ranch shall be a Member of the Grazing Association. Except as provided in this paragraph, there is one membership for each Ranch, and in those instances where a single Ranch is owned by more than one party, the multiple

Owners of such Ranch shall designate a representative to vote on their behalf on all matters that come before the Members for vote. Where an Owner owns two or more contiguous Ranches and where such Owner has made the election described in Paragraph 3.01(c) of this Declaration, such Owner will have the number of votes that corresponds with the number of Ranches on which the Owner is allocated assessments in all matters in which the Owner or Owners is entitled to vote.

(e) The Board is empowered to assess Grazing Association Members for the purposes of the Grazing Association. The Board shall establish a fund (the "Grazing Fund") into which shall be deposited all monies paid to the Grazing Association and from which disbursements shall be made for the purposes of the Grazing Association.

(f) Prior to the beginning of each calendar year, the Board shall estimate the expenses to be incurred by the Grazing Association during such year for the purposes of the Grazing Association, including a reasonable provision for contingencies and appropriate reserves and shall levy an annual assessment on the Owners. If the sums collected prove inadequate for any reason, including non-payment by any individual Member, the Board may propose a special assessment to the Membership.

(g) All annual assessments shall be due on or before January 31st of each year, and shall be deemed late if not received by the Grazing Association by the tenth (10th) day of February. All special assessments shall be due when they are approved and shall be deemed late if not received by the Grazing Association after thirty (30) days of approval.

(h) All assessments, if not timely paid as specified herein, shall be deemed delinquent and in default. The amount of any delinquent assessment, an administrative fee of $10.00 per month, plus interest on the amount of the assessment at the per annum rate of ten percent (10%) and all costs of collection, including attorney' fees, shall be the personal obligation of the Member and shall be secured by a lien on the Member's Ranch. No Owner may waive or otherwise escape liability for any assessment by abandonment of his or her Ranch. A certificate executed and acknowledged by the Board stating the indebtedness secured by such lien shall be conclusive upon the Grazing Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee. Each Owner, by his assertion of title or claim of Ownership or by his acceptance of a deed to any portion of the Property, whether or not it shall be so recited in such deed, shall conclusively grant to, and does hereby grant to the Grazing Association and its agents the right, power and authority to take all action which the Grazing Association shall deem proper for the collection of assessments and charges and to enforce the aforesaid lien by all methods available for the collection of such debts and the

enforcement of such liens, including the use of judicial means to collect unpaid assessments, or the foreclosure by an action brought in the name of the Grazing Association in a like manner as a mortgage or deed of trust lien foreclosure on real property, and such Owner expressly grants to the Grazing Association a power of sale and foreclosure in connection with said lien. The lien created hereunder shall be considered a contract lien and shall be governed by the terms and provisions of Section 51.002 of the Texas Property Code.

(i) Notwithstanding any other provision set forth in this Declaration, no lien created herein shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage of first and senior priority now or hereafter given upon any portion of the Property made in good faith and for value. However, after a foreclosure or a conveyance in lieu of foreclosure, such portion of the Property shall remain subject to the covenants, conditions and restrictions set forth in this Declaration, and shall thereafter be liable for all assessments levied after completion of such foreclosure or conveyance in lieu of foreclosure. The personal debt and obligation of any Ranch Owner for debts to the Grazing Association shall not be effected or extinguished by any foreclosure.

(j) Neither the Declarant nor the Grazing Association shall be liable to any Owner for enforcing or a failure to enforce any of the covenants, conditions, or restrictions contained in this Declaration.

ARTICLE IV
GRAZING COMMITTEE

4.01 Grazing Committee. The Grazing Committee shall consist of not less than three (3) persons appointed by the Declarant and replaced by an appointment of Declarant or a majority vote of the Board. The following persons are hereby designated as the initial members of the Grazing Committee: Richard G. Grandy, Kelli Danzi, and Stephanie Tippie.

4.02 Action by the Grazing Committee. Items presented to the Grazing Committee shall be decided by a majority vote of the members of the Grazing Committee.

4.03 Term. Each Member of the Grazing Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided by a majority vote of the Members of the Grazing Association.

4.04 Declarant's Rights of Appointment. Declarant shall have the initial right to appoint and remove all members of the Grazing Committee until such time as at least three-fourths of the

number of individual Ranches as shown on the plat for the Subdivision are no longer owned by Declarant.

4.05 Adoption of Rules. The Grazing Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

4.06 Approval of Grazing Committee. Whenever in this Declaration the approval of the Grazing Committee is required, it shall have the right to consider all of the plans and specifications for the Improvement or proposal in question and all other facts which, in its sole discretion, it deems relevant.

4.07 Meetings of the Committee. The Grazing Committee shall meet from time to time as necessary to perform its duties hereunder. The Grazing Committee may, by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Grazing Committee, except the granting of variances as hereinafter provided. In the absence of such designation, the vote of a majority of all of the Members of Grazing Committee taken without a meeting shall constitute an act of the Grazing Committee.

4.08 No Waiver of Future Approvals. The approval or consent of the Grazing Committee to any request by an Owner shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other matters whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

4.09 Non-liability of Committee Members. Neither the Grazing Committee, nor any member thereof, nor the Board, nor any member thereof, shall be liable to the Grazing Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of the Grazing Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Grazing Committee or its members or the Board or its members, as the case may be.

4.10 Delegation of Appointment Powers. Except as otherwise provided herein, the Declarant shall have the right, but not the obligation, to delegate to the Grazing Association in writing the right to appoint and remove members of Grazing Committee at any time in the Declarant's sole discretion, and upon such delegation of authority filed of record in the Real Property Records of the county or counties in which the Property is located, the selection of persons to serve on Grazing Committee shall be made by separate election in which the Owners shall each have one vote. If this delegation has not occurred sooner, Declarant shall delegate to the Owners the right to appoint and remove members of the Grazing Committee upon the occurrence of one of the following events or dates, whichever occurs first:

(a) Such time as at least three-fourths of the number of individual Ranches as shown on the Plat for the Subdivision are no longer owned by Declarant; or

(b) December 31, 2033.

ARTICLE V
GENERAL

5.01 Remedies. In the event of any default by any Owner under the provisions of the Declaration, the Grazing Association and/or any Owner of a Ranch within the Property, shall have each and all of the rights and remedies which may be available at law or in equity, and may prosecute any action or other proceeding against such defaulting Owner for enforcement. The enforcement of the provisions of this Declaration, whether for damages or injunction, or specific performance or for judgment of the payment of the money and collection thereof, or for any combination of the remedies, or for any other relief, may be pursued at law or in equity. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy, and if the Grazing Association, and/or any Owner who seeks to enforce the provision of this Declaration prevails, then the Grazing Association and/or such Owner shall also be entitled to recover their costs and attorneys' fees. Any and all of such rights and remedies may be exercised at any time and from time-to-time, cumulatively or otherwise, by the Grazing Association or any Owner.

5.02 Term and Amendments. The covenants and restrictions set forth in this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless sixty-seven percent (67%) of the Owners of the Ranches vote to terminate the covenants and restrictions set forth in this Declaration, which termination shall be by a written instrument signed by sixty-seven (67%) of the Owners of the Ranches and properly recorded in the Real Property Records of the county or counties in which the Property is located. This Declaration may be amended by an instrument signed by the Owners of the Ranches constituting not less than sixty-seven percent (67%) of the Owners of the Ranches.

5.03 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

5.04 Reserved Right of Declarant. Notwithstanding any other provision hereof, Declarant reserves the right to unilaterally amend this Declaration for so long as the Declarant owns one-hundred percent (100%) of the Ranches.

5.05 Rights and Obligations. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon each and all the Owners and their respective heirs,

representatives, successors, assigns, purchasers, grantees and mortgagees. By the acceptance and recording of a deed conveying a Ranch or any ownership interest in the Ranch whatsoever, the person to whom such Ranch or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

Executed to be effective upon recording.

Richard G. Grandy
Manager, Recreational Land Sales, LLC

STATE OF TEXAS '
'
COUNTY OF DALLAS '

BEFORE ME, the undersigned authority, on this day personally appeared Richard G. Grandy, Manager of Recreational Land Sales, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, and in the capacities stated.

SUBSCRIBED AND SWORN TO BEFORE ME, this 30 day of April, 2020.

Notary Public in and for the State of Texas

CONSENT OF LIENHOLDER

_____, as holder of first liens on the Property, hereby consents to the filing of this Declaration and the encumbrance of the Property by the covenants, conditions and restrictions stated herein.

Dated this ___ day of _____ 2020.

LIENHOLDER

_____

By: _____

Name: _____

Title: _____

STATE OF TEXAS '

'

COUNTY OF _____ '

BEFORE ME, the undersigned authority, on this day personally appeared [name]_____, [title]_____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, this ____ day of _____, 2020.

_____

Notary Public in and for the State of Texas

EXHIBIT A

Phase One

Ranches 1 through 99 and Ranches 193 through 194 of River Hills Ranches, Phase One, a Private Subdivision in Burnet County, Texas, according to the plat thereof recorded as Instrument Number 202004834 in the Plat Records of Burnet County, Texas