

050093

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE LANDING AT BLANCO

STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

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

WITNESSETH:

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

Section 1.04 "Builders" shall mean and refer to persons or entities that purchase tracts and build speculative or custom homes thereon for third party purchasers.

Section 1.05 "Common Areas" shall mean that portion of the Subdivision owned by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, airstrips, airstrip facilities, gates, walkways and parking lots. The Common Areas to be owned by Association shall include (i) those areas of land shown on

any recorded plat or its equivalent of the Property, as defined below, or any portion thereof filed or approved by Developer and identified thereon as "Common Area" or any other area designated on the plat as being for the common use and benefit of the Members; (ii) the unpaved and landscaped areas of the right of way for any drive within the Subdivision; and (iii) those areas of land and improvements thereon decided to the Association. Such common areas shall not be subject to the use restrictions set forth in Article III.

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

Section 1.07 "Front Lot Line" shall mean and refer to that certain lot line adjoining the road. If more than one lot line adjoins the road, the Committee shall determine which lot line is the front lot line.

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

Section 1.09 "Road(s)" shall mean and refer to those certain areas of land more fully identified on the Plat, which shall be maintained by the Association for the purpose of ingress and egress to and from the Tracts and/or common areas.

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

Section 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any tract including (i) contract seller (a seller under a Contract for Deed), (ii) Developer and (iii) Builders. Those persons or entities having merely a security interest for the performance of an obligation shall not be considered an Owner.

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

ARTICLE II RESERVATIONS, EXCEPTION AND DEDICATIONS

Section 2.01 Conveyances. All Restrictions created herein shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use out of the property conveyed to a third party purchaser a utility easement twenty (20) feet in width from the front boundary line of each Tract, ten (10) feet in width along each side and rear boundary line of each tract and thirty (30) feet in width from the boundary line located in or adjacent to a road, regardless of the property line. The purpose of the easement shall be the construction, maintenance and repair of utilities including but not limited to electrical systems, telegraph and telephone lines, storm surface drainage, cable television, water lines, gas lines or any other utilities as Developer sees fit to install in, across and/or under the Property. Notwithstanding, this provision creates no obligation on the part of Developer to provide utilities. All utility easements in the subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Tracts. Should any utility company furnishing a service covered by a general easement herein provided request a specific easement within the general easement area by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their

respective facilities. Neither Developer nor any utility Company, political subdivision or other authorized entity using the easements herein described shall be liable for any damages done by them or their assigns, agents, employees or servants to fences, shrubbery, trees and lawns or any other property of the Owner of the Tracts covered by the easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by developer to any of the Tracts by deed, contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

Section 2.04 Utility Easements. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Airspace Easement. An easement in and through the air space above the Subdivision is hereby reserved for the purposes of operation of aircraft and all incidental activities related thereto, including, but not limited to sight, operation of electronic equipment, noise, vibrations, lights and/or beacons, deviations of air craft caused by nature or acts of God, and air pollution caused by aircraft exhaust fumes or aircraft maintenance.

Section 2.06 Road Easement. A road easement has been or will be conveyed to the Association for the purpose of Tract owners having ingress and egress to and from their tracts. The Association shall, at all times, allow Tract owners access over such easements, regardless of whether such Tract Owner is current with his dues or in compliance with these restrictions. Except as specifically set forth herein, no improvement shall be constructed on or over such easement by any Lot Owner and no action shall be taken by any landowner on or over this easement which would prevent other landowners to have access to their individual properties. The Association shall be responsible for the maintenance of such road. Additionally, Lot Owners shall be allowed to ride horses over the easement, subject to any rules and regulations set forth by the Association. In addition to the above, the owners of Lots 9-12 shall be allowed, and are hereby granted an easement, which easement is subject to the reasonable rules and regulations established by the Association, to taxi their planes over and across the portion of the roadway described as follows:

FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT WIDE ACCESS AND UTILITY EASEMENT (TAILWIND DRIVE), 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PRO-TECH ENG 2219" set on the radius point of a 120 foot diameter cul-de-sac easement for the SOUTHERN TERMINUS of the herein described centerline and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears S79°46'14"E, 9,525.59 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N35°11'53"W, 2,579.57 feet;

THENCE, leaving the said cul-de-sac, with the said centerline, the following courses numbered (1) through (23):

- 1) N60°56'19"E, 32.26 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 2) 429.14 feet along the arc of the said curve to the left, having a radius of 590.92 feet and a chord which bears N40°08'02"E, 419.77 feet to the POINT OF TANGENCY;
- 2) N19°19'45"E, 2,012.94 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 3) 203.14 feet along the arc of the said curve to the left and having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;
- 4) N03°56'54"W, 110.33 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 5) 203.14 feet along the arc of the said curve to the left, having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;

N19°19'45"E 1140.17 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set in fence for the NORTHERN TERMINUS of the herein described centerline, same being a north line of the said SA Land Partners 1013.39 acre tract and a south line of that 797.247 acre tract conveyed to Glenn H. Kothmann by R. Burnell Bennett and wife, Nesbitt Bennett by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records and from which a 5" steel fence corner post found in the south line of the said Bennett 797.247 tract, a Northwest corner of the said SA Land Partners 1013.39 acre tract bears S70°08'49"E, 857.73 feet, and being a 60 foot wide access and utility easement, containing 5.78 acres of land. Surveyed November 10, 2004 under the supervisions of Kelly Kilber, Registered Professional Land Surveyor Number 2219

Any plane taxiing over the easement Property shall have the right of way over any other vehicle or animal.

Lot Owners shall have no access to US Highway 281 directly from Lots 1, 33 or 34 or at the Northernmost access point to US Highway 281, identified as Crosswind Drive and being that portion of the easement lying and situated adjacent to Lots 1 and 34.

ARTICLE III USE RESTRICTIONS FOR LOTS

Section 3.01 Single Family Residential Construction. Except as specifically set forth in these Declarations, all Tracts except common areas must be used for single family residential purposes and, except as expressly allowed herein, no building or structure shall be erected, placed, added or permitted to remain on any Tract other than one dwelling unit per each Tract. Such dwelling must

have at least two thousand (2000) square feet of living area for one story homes and two thousand five hundred (2500) square feet of living area for two story homes, with at least one thousand two hundred fifty (1250) square feet, excluding porches, on the ground floor. All dwellings must be built with new construction material. All main residences must have a garage, which garage may be detached. All garages, which must be suitable for not less than two (2) automobiles, must be of the same general construction and materials as the main dwelling and located on the tract according to the Committee approved site plan. All garages must face the side or rear lot line and no carports shall be allowed. One guest/servants house may be built provided said guest/servants house contains no less than five hundred (500) square feet and is no more than one-half of the total square feet of the main house. Such guest/servants house must have prior written approval of the Architectural Control Committee and must be built after or while the main dwelling is being built. Barns, workshops and/or storage buildings may be constructed on the property prior to the main dwelling being built provided they are approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include either double wide or manufactured homes, or single wide mobile homes, or prefab houses regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. Any building, structure or improvements commenced on any tract shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date. No building or structure erected, altered or placed on, any Lot shall exceed the lesser of thirty-five (35) feet in height (measured from the ground to the top most part of the roof) nor be more than 2 -1/2 stories in height without the written consent of the Architectural Control Committee.

Notwithstanding anything contained in this Section 3.01, the dwelling currently existing in the subdivision located on Lot 38 shall be considered in compliance with these restrictions. If the owner of such dwelling desires to renovate, repaint or reconfigure the outside of the structure, such owner must get approval of the Association and such renovations, repainting and reconfiguration must comply with these restrictions, unless otherwise agreed to by the Association. Ordinary and typical repairs shall not be subject to the Association approval.

Section 3.02 Airplane Hangar and tie-downs. Only those lots adjoining the airstrip shall be allowed to construct either (i) one hangar having floor area of no more than 4000 square feet inclusive of enclosed work shop area or (ii) two hangars having floor area of no more than 4000 square feet total inclusive of enclosed work shop area. All hangars shall be placed behind the house, on the half of the lot adjoining the airstrip, shall be no more than 25 feet in height and shall be made of earth-tone metals or such other material as is approved by the Architectural Control Committee. Any outside tiedowns are limited to two (2) aircraft which shall be in airworthy condition.

The Owners of Lots 9-12, inclusive, shall be allowed to construct one hangar having floor area of no more than 2400 square feet inclusive of any enclosed workshop area. Such hangar shall be placed a minimum of 300 feet from the front property line, made of earth-tone metals, screened from view with natural vegetation, if possible and have doors that open either to the side or back property line. If it is not possible to screen the hangar from view with natural vegetation, then the portion of the hangar facing the front property line shall be constructed of no less than 100% masonry or masonry veneer, which masonry or masonry veneer shall match the house. No hangar shall be more than 25 feet in height.

Lot owners adjoining the airstrip who have constructed a hangar(s) may lease out such hangar, or hangar area, to other lot owners within the subdivision. No leases to non-lot owners shall be allowed without the approval of the Directors of the Association.

If the Owner of Lot 14 leases such lot to the Association for the purpose of constructing hangars, the Association or any sublessee, may construct up to eight hangars on such Lot.

Section 3.03 Fuel Storage. Individual above ground fuel storage systems may be constructed next to

any hangar. The exact location and quantity of said fuel storage tank is subject to written approval by the Architectural Control Committee and must be shown on a formal site plan which is submitted to the Architectural Control Committee. All above ground tanks, pumps and vent pipes must be concealed or attractively screened. All submittals for approval of underground fuel storage must clearly present and show how the Owner will comply with required local, state and federal regulations governing storage tanks and the subsequent monitoring thereof. Aviation fuel shall not be commercially stored or dispensed on any Lot, except with the approval of the Association on the Common Area. No fuel storage areas shall be allowed on lots which do not have hangars.

Section 3.04 Composite Building Site. Any Owner of one or more adjoining Tracts (or portions thereof) may, with the prior written approval of the Architectural Control Committee, and with approval of the Blanco County Commissioner's Court, if required, consolidate such Tracts or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side setback lines shall be measured from the resulting side Property lines rather than from the Tract lines as indicated in these restrictions. Combined Lots shall nevertheless be considered as separate Lots for assessment purposes. Public utility and drainage easements are exempt from this provision.

Section 3.05 Location of the Improvements upon the Tract. Except for fencing and driveways, no building or improvement of any kind shall be located on Lots 1-6, 8-9, 11-12, 14, 16-19 and 21-38 nearer than one hundred (100) feet from any boundary line. No building or improvement of any kind, except for fencing and driveways, shall be located on Lot 7 nearer than one hundred (100) feet from the east, west and south property line and no nearer than twenty-five (25) feet to the north boundary line. On Lot 10, no building or improvement of any kind, except for fencing and driveways, shall be located nearer than one hundred (100) feet from the north, east or south boundary line and no nearer than twenty-five (25) feet from the west boundary line. Except for fencing and driveways, no building or improvement of any kind shall be located on Lots 13 and 20 nearer than one hundred (100) feet from the north, south and west boundary line and no nearer than twenty-five (25) feet from the east boundary line. As to any tract, the Architectural Control Committee may waive or alter any such setback line, if the Architectural Control Committee in the exercise of the Architectural Control Committee's sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Further, the Architectural Control Committee may reasonably increase such setback lines adjoining the Airstrip if necessary for the use of the Airstrip. Any such increase, waiver or alteration must be in writing and recorded in the Official Public Records of Blanco County, Texas. Notwithstanding, the setback lines shall not apply to any area leased by the Association for the purpose of conducting aircraft activities.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, motor home, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground. A property owner may use an RV, camper or motor home for camping purposes no more than seven (7) days out of a thirty (30) day period (i.e. no more than seven (7) consecutive days) and no more than twenty-eight days per year. An RV, motor home or camper may be used as a temporary residence during construction, provided an approved septic system has been installed and the RV, camper or motor home is placed behind the construction site and out of sight of any road. After the dwelling is complete an RV, camper or motor home may be stored on the tract provided it is stored in compliance with Section 3.21 of these restrictions. The Developer or the Committee shall have the right to have any RV or motor home found to be in violation of these restrictions removed and stored at the expense of the owner; and, for these purposes Developer and/or the representative of the Committee is granted express written consent to remove the same without penalty or offense.

Guests quarters located inside of a Barn which is constructed on the property shall be allowed so long as the guest quarters are not used as a permanent residence and are not rented for income. Such

guest quarters may be used as the lot owner's temporary residence during the construction of the residence or as a "weekend getaway" for such lot owner prior to the construction of the residence.

The Developer reserves the exclusive right to erect, place and maintain a mobile home, camper or motor home in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. The Developer is not restricted by any of the above time constraints in this provision.

Section 3.07 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

Section 3.08 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which alters the exterior appearance of any improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Control Committee.

Section 3.09 Roofing Materials. The roof surface of all principal and secondary dwellings and garages shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature, composition shingles with a thirty (30) year or more warranty; or they may be metal, left natural or painted a color approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole. Roofs on all other structures must be approved by the Architectural Control Committee.

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

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

Section 3.12 Model Homes. Notwithstanding anything herein contained, Builders shall be allowed to construct model homes as long as such model homes conform to these restrictions.

Section 3.13 Masonry. Each exterior wall of the main residence constructed on any lot shall be no less than seventy-five percent (75%) masonry or masonry veneer, inclusive of door, window and similar openings. Masonry and Masonry veneer includes stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas area as masonry. Notwithstanding this provision, houses constructed with logs and ranch or farm style houses constructed using hardiboard may be allowed with the prior written approval of the Architectural Control Committee, which approval shall be at the Architectural Control Committee's sole discretion.

Section 3.14 Walls, Fences, and Mail Boxes. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee, must be constructed of new material, and, unless otherwise permitted by the Architectural Control Committee, must be constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Chain link fencing shall not be permitted, except for use as a dog run and only if such fencing is not visible from any street, adjacent property or common area. If wood fencing is used, such fences must have a minimum of three horizontal planks along the entire property line. If pipe fencing is used, such fences must have a minimum of three horizontal pipes along the front property line. All wooden fences must be painted or stained and the color of such paint or stain must be approved by the Architectural Control Committee. High fencing currently exists along the boundary line of the airstrip and of the Property. The owners of the Lots on which such fencing exists must maintain such fencing and keep the same

in good repair. Owners of Lots adjacent to the airstrip or to Rolling Hills Drive may install a game proof gate in the fence adjoining the airstrip or Rolling Hills Drive. Such gate must remain closed except when being used for immediate ingress and egress. All individual mail boxes (if approved by the postal department) must be of masonry construction and approved by the Architectural Control Committee. No improvements, including fencing, shall be located closer than thirty (30) feet from the center to the road.

The property, at the time of imposing these Restrictions, is under the 1-D-1 agricultural exemption for ad valorem tax valuation. It is the intention of the Developer for itself and, subsequently, for the Association, to maintain this valuation by causing all or part of such lots to be leased for agriculture purposes as allowed by Statute, on all lots, save building sites thereon, for the benefit of the Lot Owners in general, for as long as it is practical. Notwithstanding, however, any Lot Owner may determine that they shall not be a part of this program, allowing for the Agricultural Exemption, by building a fence around his property, in accordance with this Section 3.14 and by terminating the grazing lease by and between Developer and THE LANDING AT BLANCO Property Owners Association in accordance with the terms of such lease. Unless a lot owner has specifically opted out of the program, the Association hereby specifically reserves an easement of free and uninterrupted ingress, egress and regress over, through, and across all Lots for the purpose of allowing the free range of animals in order to qualify the property under the Agriculture exemption.

Section 3.15 Driveways. Within the first three hundred (300) feet of the lot, which three hundred feet begins at the front lot line, all driveways shall be constructed of asphalt, exposed aggregated finished concrete, concrete, chip and seal or brick pavers materials unless otherwise approved in writing by the Association. The Driveway shall begin where the paved portion of the road ends. All driveways must be shown on the plans submitted to the Association, completed no later than thirty (30) days after the completion of the main dwelling and approved prior to any construction commencing.

Section 3.16 Antennas, Towers, and Satellite Dishes. Antennas, towers, or satellite dishes of any kind shall not exceed ten feet above the roof of the Dwelling or Accessory Building whichever is higher. Any antennae, tower or satellite dish must be located to the side or rear of the Dwelling or Accessory Building and not within one hundred feet (100') of any side Property line or one hundred feet (100') of any rear Property line. The Committee must approve all antennas, towers or satellites dishes and may disapprove of any antennas, towers or satellite dishes which will disrupt the use of the Airstrip or create a danger to the users of the Airstrip. Nothing herein shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

Section 3.17 Prohibition of Activities. No Activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, and (c) nothing dangerous is present that should not be there. Nothing herein shall restrict "home offices" so long as the conditions of "a," "b" and "c" above are met. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Noise caused by airplanes shall not be considered a nuisance.

Section 3.18 Hunting. Hunting, during hunting season and only with Bows and Crossbows shall be allowed, if in accordance with state law and county regulations. Except as set forth in Section 9.15, all other weapons and firearms are expressly prohibited. Target practice is expressly prohibited.

Section 3.19 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Tract shall be used or maintained as a

dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.20 Junked Motor Vehicles Prohibited. No tract shall be used as a depository for abandoned or junked motor vehicles, boats or airplanes. No junk of any kind or character shall be kept on any Tract.

Section 3.21 Trailers, RVs, Boats. Except for the air plane tie downs allowed in Section 3.02, all airplanes, trailers, travel trailers, graders, recreational vehicles (RVs), trucks (other than pickups of a size one (1) ton or less), boats, tractors, campers, wagons, buses, motorcycles, motor scooters and lawn or garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view from common areas, public or private thoroughfares and adjacent properties.

Section 3.22 Signs. No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee. In addition to other signs which may be allowed by the Architectural Control Committee, the Architectural Control Committee shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent, and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the Tract owner's name or names. Model Home builders shall be allowed to place one professionally made signs, no larger than four feet by four feet (4' x 4') which is pre-approved by the Architectural Control Committee on the lot on which the house is being built. The term "professionally made sign does not include the plastic or metal pre-made "for sale" or "for rent" signs. No sign shall be nailed to a tree. Developer or any member of such Committee hereby reserves an easement across the property for the purpose of removing and shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.23 Animal Husbandry. Domestic livestock and exotic animals shall be allowed on any Tract so long as such animals do not exceed one (1) animal per every 2 fenced acres and do not become a nuisance or threat to other Owners. The Directors of the Association have the sole discretion in determining if any animal is a nuisance. Pigs and hogs are not allowed on any Tract unless such pig or hog is being raised for 4-H or school sponsored programs. No more than four (4) pigs and hogs are allowed on any one tract. Chickens, turkeys and other birds shall be allowed so long as such birds are kept in a coup and do not exceed 20 birds per tract. All animals being raised by individual tract owners must be kept in a fenced area on the owner's tract. No overgrazing is permitted on any portion of the lot. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose on the Property and must be vaccinated for rabies according to State law once a year and registered with Blanco County once a year. No feedlots for any type of animal shall be permitted.

Section 3.24 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

Section 3.25 Drainage. Natural established drainage patterns of streets, tracts or roadway ditches will not be impaired by any person or persons. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation is subject to the inspection and approval of the Architectural

Control Committee and to County requirements.

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

Section 3.27 Windsock: A windsock used in conjunction with the Airstrip currently exists on Lot 13. The Owner of Lot 13 shall not remove the windsock without the express written permission of the Association and shall maintain the windsock for use by the Airstrip. At such time as the Association believes that the windsock should be replaced, the Association shall provide the Owner of Lot 13 with a new windsock which shall then be installed and maintained by the Lot Owner.

Section 3.28 Airstrip Approach: No building, structure or other improvements, except for a driveway, shall be constructed within the airstrip approach, which airstrip approach is more fully described as follows:

Tract 1:

FIELD NOTE DESCRIPTION OF A AIRSTRIP APPROACH, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING A PART OF TRACTS 11, 12 & 13 OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a corner fence post for the southwest corner of the tract herein described, same being the northwest corner of Airstrip Common Area, The Landing and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears N88°53'24"E, 10,471.49 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N11°57'14"E, 4,156.39 feet;

THENCE, leaving the said fence and the said Airstrip Common Area, N20°20'29"E, at 306.58 feet passing an iron stake with aluminum cap marked "PRO-TECH ENG 2219" set and continuing on, in all, 1,447.29 feet to a wire fence for the northwest corner of the tract herein described, same being the north line of the said SA Land Partners 1013.39 acre tract and the south line of that 797.247 acre tract conveyed to Glen H. Kothmann by R. Burnell Bennett, et ux, by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records;

THENCE, with fence, the common line of the said SA Land Partners 1013.39 acre tract and the said Kothmann 797.247 acre tract, the following courses numbered (1) and (2);

- 1) S71°02'55"E, 26.53 feet to a steel fence post;
- 6) S71°03'42"E, 172.89 feet to the northeast corner of the tract herein described;

THENCE, leaving the said fence and the said Kothmann 797.247 acre tract, S20°20'20"W, 1,416.82 feet to a corner fence post for the southeast corner of the tract herein described and the northeast corner of the aforementioned Airstrip Common Area;

THENCE, with fence and the north line of the said Airstrip Common Area, N66°53'16"W, 199.60 feet to the POINT OF BEGINNING, being an Airstrip Approach, containing 6.63 acres of land. Surveyed November 10, 2004 under the supervision of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

Tract 2:

FIELD NOTE DESCRIPTION OF A AIRSTRIP APPROACH, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING A PART OF TRACT 20 OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a corner fence post for the southeast corner of the tract herein described, same being the south line of the said SA Land Partners 1013.39 acre tract and the north line of that 652.24 acre tract of land conveyed to Donald A. Drury by Adolph A. Kneupper, et ux, by deed dated April 10, 1959, and recorded in Volume 67, Page 556, Blanco County Deed Records and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears S70°44'26"E, 10,982.08 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N70°15'05"E, 524.44 feet;

THENCE, with fence, the common line of the said SA Land Partners 1013.39 acre tract and the said Drury 652.24 acre tract, N70°15'05"W, 122.32 feet to the southwest corner of the tract herein described;

THENCE, leaving the said fence and the said Drury 652.24 acre tract, N21°25'32"E, 45.02 feet to a corner fence post for the northwest corner of the tract herein described, the southwest corner of Airstrip Common Area and the southeast corner of Tract 19;

THENCE, leaving the said Tract 19, with fence, the south line of the said Airstrip Common Area, S70°07'12"E, 122.30 feet to a corner fence post for the northeast corner of the tract herein described and the southeast corner of the said Airstrip Common Area;

THENCE, leaving the said fence and the said Airstrip Common Area, S21°21'59"W, 45.12 feet to the POINT OF BEGINNING, being an Airstrip Approach, containing 0.126 acres of land. Surveyed November 10, 2004 under the supervisions of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Tract, cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration at the expense of Owner. Payment for the charges by such Owner shall be payable on the first day of the next calendar month.

ARTICLE IV AIRSTRIP

4.01 Airstrip Maintenance. The Property Owners Association shall be responsible for maintaining the airstrip and any other improvements appurtenant thereto.

4.02 Use Fee. The Property Owners Association may charge a use fee to those persons using the airstrip for the purpose of capital improvements to the airstrip or surrounding areas. The Association shall not commingle the proceeds of such use fee with the Maintenance fund. Such proceeds shall be used solely and exclusively to fund nonrecurring maintenance or improvements benefiting those persons using the airstrip facility. Such Use fee shall not be effective unless approved by a vote of

two-thirds of those persons being assessed such fee.

4.03 Use of Airstrip. Except in emergency situations, the Airstrip shall only be used by Lot Owners and/or their invited guests and all Lot Owners and guests shall apply with the Airstrip rules established by the Association.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 5.01 Basic Control.

- (a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof or any addition or exterior alteration made thereto after original by construction, or demolition or destruction by voluntary action made thereto after originally constructed, on any tract in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument and on the utilization of or interference with the Airstrip and airspace.
- (b) Each application made to the Committee, or to the Developer, shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Tract including plot plans showing location on the tract.

Section 5.02 Architectural Control Committee.

- (a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. Notwithstanding, after the Control Transfer Date, both the Developer and the Architectural Control Committee shall have the right to grant a variance from the building set-back line restrictions. Either party may grant this variance as it determines in its sole discretion is needed, without the consent of the other. The term "Committee", as used in this Declaration, shall mean or refer to the Developer or to THE LANDING AT BLANCO Architectural Control Committee composed of members of the Association, as applicable.
- (b) On or after such time as Developer has conveyed 35 lots (from time to time hereafter referred to as the "Control Transfer Date") the Developer shall cause an instrument transferring control to the Association to be placed of Record in the Official Public Records of Blanco County, Texas (the effective Control Transfer Date shall be the date of its recording). There upon, the Developer shall appoint a Committee of three (3) members to be known as THE LANDING AT BLANCO Architectural Control Committee who shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting following the Control Transfer Date. After the Control Transfer Date, each member of the Committee must be an Owner of a Tract

in the Property. Additionally, the Developer shall have the right to discontinue the exercise of the Architectural Control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Official Public Records of Blanco County, Texas.

Section 5.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 5.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

Section 5.05 Variance. The Committee may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) the Restrictions or (ii) minimum acceptable construction standards or regulations as promulgated from time to time by the Developer or the Committee. Notwithstanding, after the Control Transfer Date, both the Developer and the Committee shall have the right to grant a variance from the Building set-back line restrictions. Either party may grant this variance as it determines, in its sole discretion is needed, without the consent of the other. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Restrictions for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Tract concerned.

ARTICLE VI

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

Section 6.01 Non-Profit Corporation. THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 6.02 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Tracts, provided that the same are not in conflict with the terms and provisions hereof.

Section 6.03 Membership. Every person or entity who is a record owner of any Tract which is subject to the Maintenance charge and other assessments provided herein, and Developer shall be a

"Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership for each Tract owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts, regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. Ownership of the Tracts shall be the sole qualification for membership.

Section 6.04 Voting Rights. The Association shall have one class of voting memberships. Each Lot shall have only one vote regardless of the number of owners of the Lot.

ARTICLE VII MAINTENANCE FUND

Section 7.01 Maintenance Fund Obligation. Each Owner of a tract by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a yearly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Maintenance Charge and other charges and assessments are made.

Notwithstanding, the Developer shall not be required to pay a Maintenance Charge to the Association on the Tracts owned by the Developer.

Section 7.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association. The Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be paid annually.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Tract.

(c) The initial amount of the Maintenance Charge applicable to each Tract will be \$2375.00 per Lot per year due in advance, payable on January 1 of each year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.

(d) The Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time, to adjust, alter, increase or decrease said Maintenance Charge from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder. However, the Directors shall not increase the assessment by more than ten (10) percent per year.

Section 7.03 Special Assessments. In addition to the Regular Annual Assessment, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in

excess of those budgeted once the subdivision improvements have been completed by Developer. Any such Special Assessment may be levied against all Lots and may be enforced in the same manner as the Regular Annual Assessment.

Section 7.04 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges, fees and assessments hereby levied, each Owner of a Tract, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure, pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Blanco County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Substitute Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any Maintenance Charge or other charge, fee or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such non-paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this 7.04 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration file in the Official Public Records of Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Notwithstanding anything contained this Article VII or Section 7.04, all notices and procedures shall comply with Chapter 209 of the Texas Property Code.

Section 7.05 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The

lien shall continue until the amounts secured hereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 7.06 Liens Subordinate to Mortgages. The lien described in this Article VII shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract or for a Home Equity loan and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges of assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Section 7.01 hereof, which notice shall be sent the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VII.

Section 7.07 Purpose of the Maintenance Charges. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Development and the maintenance of the common areas which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article IX, including the maintenance of any Drainage Easements, the maintenance of the entrance, airstrip and common areas, the enforcement of these restrictions and the establishment and maintenance of a reserve fund. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Developer or Association, will tend to maintain the Property values in the Development, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, and energy charges. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 7.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually information on the Maintenance Fund.

ARTICLE VIII
DEVELOPER'S RIGHTS AND RESERVATIONS

Section 8.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in this declaration with respect to the Association from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VIII hereof, less, save and except those rights set forth in Sections 8.02 and 8.03. The rights in Sections 8.02 and 8.03 shall be released at such time as a document relinquishing said rights is filed of record or the developer no longer holds record title to any Tracts in the development. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any Property within the Control Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 8.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owners or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Tracts or other Property owned by Developer and (ii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access over and across the streets and roads within the Property.

Section 8.03 Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey Real Property and improvements thereon, if any, to the Association for use as a Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 8.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Blanco County, Texas. No consent shall be required of the Association or any member thereof, each Owner being deemed to have appointed Developer as his agent and attorney-in-fact to effect this Annexation, which power hereby granted to Developer is and shall be a power coupled with an interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property, the same as if the additional property was included in the first instance. Notwithstanding, Developer shall not annex more than three hundred acres and the majority of all lots in such annexed property shall be twenty-five acres or larger.

Section 8.05 Withdrawal of Property. The Developer reserves the right to amend these Restrictions for the purpose of removing any portion of the Property from the coverage of these Restrictions and to cancel these restrictions as to such Property. Such amendment shall not require the consent of any owner other than the Owner of the property to be withdrawn or the property on which the restrictions are canceled.

ARTICLE IX
DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 9.01 General Duties and Powers of the Association. The Association has been formed to

further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members and to improve and enhance the attractiveness, desirability and safety of the Property. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 9.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any Property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such Property and Functions are not inconsistent with the terms of this Declaration. Property interest transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such Property. Any Property or interest in Property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for Property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restrictions annexing such Property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances set forth in the transfer. Except as otherwise specifically approved by resolution of the Board of Directors, no Property or interest in Property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee.

Section 9.03 Airstrip. The Association shall have full power and authority to do all such things as are necessary, or deemed by the Association to be advisable, in order to preserve and maintain the Airstrip, and any taxiways, lighting and other appurtenances for the benefit of its members. The Association shall maintain the airstrip unless seventy-five (75) percent of the owners of all of the lots in the subdivision and 100% of the Lot Owners using such airstrip vote not to maintain such airstrip.

Section 9.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including worker's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

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

Section 9.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

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

Section 9.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article V of this Declaration.

Section 9.09 Power to Acquire Property and Construct Improvements. The Association may acquire Property or an interest in Property (including leases) for the common benefit of Owners including

improvements and personal property. The Association may construct improvements on the Property and may demolish any existing improvements, except for the airstrip, which requires the vote set forth in 9.03 above.

Section 9.10 Power to Lease. The Association has the power, but not the obligation, to temporarily lease the Common Areas, excluding the Airstrip, to persons or entities who are not lot owners for purposes such as weddings, parties, etc. so long as the Association utilizes the Common areas for the lot owners the majority of the time.

Section 9.11 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any property, facilities or improvements owned or operated by the Association, including but not limited to the road.

The Association may adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary for the operation of the airstrip, provided, however, that any rule or regulation, except for the initial rules and regulations, may only be adopted, amended or repealed by an instrument in writing signed by 75% of the Owners utilizing such airstrip.

Section 9.12 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each guest of a member. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any Property, excluding main residence, within the Property after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) By suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or such Member's guest of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) By levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or such Member's guest which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's guest for breach of this Declaration or such Rules and Regulations by such Member or such Member's guest; and (vii) By taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a

subsequent breach or default.

Section 9.13. Dedication of Airstrip. Notwithstanding anything herein, neither the Developer, nor the Association may dedicate the airstrip or any appurtenances thereto without the consent of seventy-five (75) percent of the lot owners in the subdivision and 100% of the lot owners using such airstrip.

Section 9.14. Lease. The Association may, at its option and upon such terms as it shall agree, negotiate a lease agreement for land along the Airstrip on Lot 14 for the purpose of allowing lot owners to conduct aircraft related activities, including but not limited to, parking aircraft, storing aircraft, maintaining aircraft and/or constructing hangars. Any lease between the Association and a lot Owner shall run with and be appurtenant to the Owner's residential lot, provided however, upon any subsequent sale of such residential lot by such Owner, the lease shall, at the Owner's option, either be transferred to the new owner, transferred to another lot owner within THE LANDING AT BLANCO or terminated. In the event such lease shall be terminated, any improvements covered by such lease shall become the property of the Association. No leased area shall be used for commercial purposes without the express written consent of the Association.

Section 9.15. Wildlife Harvesting. The Association shall have the sole power to adopt plans recommended by the Texas Department of Parks and Wildlife to manage and/or care for the wildlife in the subdivision. If such plan included the harvesting of wildlife, such harvesting shall be administered by the Association under the direction of the Texas Department of Parks and Wildlife. The Association hereby specifically reserves an easement of free and uninterrupted ingress, egress and regress over, through, and across all Lots for the purpose of harvesting such wildlife.

ARTICLE X GENERAL PROVISIONS

Section 10.01 Term. The provisions hereof shall run with the Property and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the Members having not less than two-thirds (2/3rds) of the votes (including the Developer) has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 10.02 Amendments. Except for amendment affecting the existing dwelling and the airstrip, this Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, of the owners having not less than not less than two-thirds (2/3rds) of all of the votes (including Developer) of the Subdivision. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date filing of the amendment or termination. Amendments specifically affecting the existing dwelling requires the above vote as well as the approval of the owner of the Existing Dwelling. Amendment affecting the airstrip requires the above vote and the agreement of seventy-five percent (75%) of the lot owners using the airstrip.

Section 10.03 Amendment by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and

provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration.

Section 10.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

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

Section 10.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 10.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 10.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto which Exhibits are incorporated herein.

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

SA LAND PARTNERS, LLC, a Delaware limited liability company

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

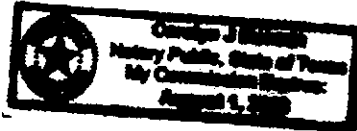
by CHARLES PATTERSON MANAGEMENT, LLC,
a Texas limited liability company, General Partner

By: 
CHARLES D. PATTERSON, President

THE STATE OF TEXAS
COUNTY OF HAYS

*
*

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



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

My Commission Expires: _____

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

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

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

KAREN NEWMAN
County Clerk, Blanco County, Texas
By [Signature] Deputy

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JAN 14 2005



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

22