

AREA I - UNIT 1
REVISED EASEMENTS, RESTRICTIONS AND RESERVATIONS ON
DONALL ESTATES

A SUBDIVISION IN BURNET COUNTY, TEXAS

201

1. All lots in said subdivision shall be used exclusively for residential purposes save and except, however, those lots which are designated for commercial uses or are reserved for other purposes or for future development on the plat of said subdivision heretofore mentioned. No lot can be subdivided. No signs of any kind may be placed or erected on this property except those signs installed by Donall Estates.

2. No building other than a single family residence containing not less than 1,000 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any waterfront lot in said subdivision, and no building other than a single family residence containing not less than 800 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any other lot or lots in said subdivision. Not more than one residence may be erected or constructed on any lot in said subdivision. No mobile home or structure of any kind may be moved onto any lot. Any residence or other improvement is to be completed within one year of the time its construction is begun failing which the Seller, its successors or assigns, or any other person owning real property situated in said subdivision, may (1) complete the residence or other improvement at the owner's expense to be secured by a lien against the premises, or (2) obtain injunction relief requiring removal from the premises of the incomplete residence or other improvements or (3) maintain and have an action for damages sustained.

3. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Outside wall area of house to have a minimum of twenty per cent (20%) masonry construction consisting of brick, ledgerstone, field stone, concrete blocks or native types of stone veneer. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans, and external design have first been approved in writing by Seller or by such nominee or nominees as it may designate in writing.

4. No improvements shall be erected on any lot nearer than 20 feet to the front property line nor nearer than 5 feet to the side property lines, and shall not be closer than 25 feet to the 1020 Ft. contour line, except that in the case of corner lots no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets.

5. No building or structure shall be attached to any building or erected on any land in this subdivision or upon the easements adjacent thereto unless first approved by Donall, Inc. in writing.

6. All lots are subject to the easements, restrictions, and reservations contained in plat of Donall Estates, a subdivision in Burnet County, Texas; and subject to all easements, restrictions and reservations of record including, but not limited to, a three foot easement over and across the sides and backs of each and all lots in the subdivision for the purposes of installing and servicing public utilities, telephone and water lines. There is reserved to Donall, Inc., its successors and assigns, the right to cross the streets or to run on said streets shown on said plat for the purposes of installing and servicing public utilities, telephone and water lines, however Seller is not in any way obligated to install any utilities or water lines.

7. No animals or pets are to be kept on the subdivision lots except domestic house pets.

8. As long as Seller, its successors and assigns, shall elect to maintain the streets of the subdivision, an assessment of \$15.00 per lot per year shall run against each lot in said subdivision for the maintenance of the streets, park and beach areas according to rules and regulations of Seller. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Donall, Inc., in Burnet, Texas, on the 1st day of January of each year. Sellers agree to maintain such streets until 75% of the lots in said subdivision are sold.

9. If for any reason the Buyer should fail to pay all taxes and assessments when due, Seller reserves a right to pay any such taxes, assessments and penalties that may apply and add the amount to the principal outstanding and charge interest at the rate of ten per cent per annum.

10. If the Buyer, or his assigns, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons

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violating or attempting to violate any such covenant and either to prevent him or them from doing such, or to recover damages for such violation.

11. The restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of 20 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless by a vote of three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of 20 year period and filed of record in said County, it is agreed to amend or release same.

12. This lot or lots are sold subject to the easement granting the Lower Colorado River Authority the right to flood the premises up to the 1020' contour line as established by the said Authority, as set out in Vol. _____, Page _____, Deed Record of Burnet County, Texas.

Witness my hand this the 15th day of January, A.D., 1969.

DONALL, INC.

By: Donald W. Dorman
Donald W. Dorman, President

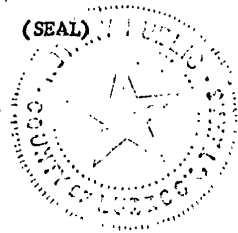
VOL 172 PAGE 566

THE STATE OF TEXAS)
:)
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DONALD W. DORMAN, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of January, A.D., 1969.

Edythe Forsick
NOTARY PUBLIC IN AND FOR LUBBOCK COUNTY, TEXAS



FILED FOR RECORD 20 DAY OF JANUARY A.D. 1969 AT 9:30 O'CLOCK A.M.
RECORDED THIS THE 20th DAY OF JANUARY A.D. 1969 AT 3:34 O'CLOCK P.M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Judy Juby DEPUTY.

AREA II - UNITS ____, ____, ____
REVISED EASEMENTS, RESTRICTIONS AND RESERVATIONS ON
DONALL ESTATES
A SUBDIVISION IN BURNET COUNTY, TEXAS

004

1. All lots in said subdivision shall be used exclusively for residential purposes save and except, however, those lots which are designated for commercial uses or are reserved for other purposes or for future development on the plat of said subdivision heretofore mentioned. No signs of any kind may be placed or erected on this property except those signs installed by Donall Estates.

2. No building other than a single family residence containing not less than 1,000 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any waterfront lot in said subdivision, and no building other than a single family residence containing not less than 800 square feet, exclusive of open porches, breezeways, car ports and garages, shall be erected or constructed on any other lot or lots in said subdivision. Not more than one residence may be erected or constructed on any lot in said subdivision. No mobile home or structure of any kind may be moved onto any lot. Any residence or other improvement is to be completed within one year of the time its construction is begun failing which the Seller, its successors or assigns, or any other person owning real property situated in said subdivision, may (1) complete the residence or other improvement at the owner's expense to be secured by a lien against the premises, or (2) obtain injunction relief requiring removal from the premises of the incomplete residence or other improvements or (3) maintain and have an action for damages sustained.

3. No building or structure shall be occupied or used until the exterior thereof is completely finished with not less than two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with a sanitary sewer or septic tank approved by the State and Local Departments of Health. Outside wall area of house to have a minimum of twenty per cent (20%) masonry construction consisting of brick, ledgerstone, field stone, concrete blocks or native types of stone veneer. No building or structure shall be erected or constructed on any lot until the building plans, specifications, plot plans, and external design have first been approved in writing by Seller or by such nominee or nominees as it may designate in writing.

4. No improvements shall be erected on any lot nearer than 20 feet to the front property line nor nearer than 5 feet to the side property lines, and shall not be closer than 25 feet to the 1020 Ft. contour line, except that in the case of corner lots no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets.

5. No building or structure shall be attached to any building or erected on any land in this subdivision or upon the easements adjacent thereto unless first approved by Donall, Inc. in writing.

6. All lots are subject to the easements, restrictions, and reservations contained in plat of Donall Estates, a subdivision in Burnet County, Texas; and subject to all easements, restrictions and reservations of record including, but not limited to, a three foot easement over and across the sides and backs of each and all lots in the subdivision for the purposes of installing and servicing public utilities, telephone and water lines. There is reserved to Donall, Inc., its successors and assigns, the right to cross the streets or to run on said streets shown on said plat for the purposes of installing and servicing public utilities, telephone and water lines, however Seller is not in any way obligated to install any utilities or water lines.

7. No animals or pets are to be kept on the subdivision lots except domestic house pets and horses. Buyer is specifically granted the right to keep, stable and feed horses on his subdivision lots or acreage. Buyer must have a minimum acreage of 1 acre before a horse can be kept under the provisions of this chapter, and more than one horse may not be kept by Buyer on his lot or acreage unless Buyer has acreage sufficient to allot 1/2 acre to each horse so kept. Any stables, corrals, feed sheds, or other out-buildings or facilities constructed to accommodate a horse or horses kept pursuant to this paragraph must have its exterior finished with not less than two coats of paint. Buyer shall not build any stables, corrals, feed sheds or any other outbuildings or facilities whatsoever unless the building plans showing the location and specifications thereof are first approved by the Seller. Buyer has the obligation to maintain and clean all stable and corral areas at least once for every 30 days; such areas are occupied by the horse or horses. Buyer has the duty to maintain all fences and corrals in good condition to prevent said horses from escaping the confines of Buyer's lot or acreage, and if Buyer fails to do so, Seller may demand removal of said horse or horses from Buyer's property.

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8. As long as Seller, its successors and assigns, shall elect to maintain the streets of the subdivision, an assessment of \$15.00 per lot per year shall run against each lot in said subdivision for the maintenance of the streets, park and beach areas according to rules and regulations of Seller. Such assessment shall be and is hereby secured by a lien on each lot respectively and shall be payable to Donall, Inc., in Burnet, Texas, on the 1st day of January of each year. Sellers agree to maintain such streets until 75% of the lots in said subdivision are sold.

9. If for any reason the Buyer should fail to pay all taxes and assessments when due, Seller reserves a right to pay any such taxes, assessments and penalties that may apply and add the amount to the principal outstanding and charge interest at the rate of ten per cent per annum.

10. If the Buyer, or his assigns, shall violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing such, or to recover damages for such violation.

11. The restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. The covenants are to run with the land and shall be binding for a period of 20 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of ten years unless by a vote of three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of 20 year period and filed of record in said County, it is agreed to amend or release same.

12. This lot or lots are sold subject to the easement granting the Lower Colorado River Authority the right to flood the premises up to the 1020' contour line as established by the said Authority, as set out in Vol. ____, Page ____, Deed Record of Burnet County, Texas.

Witness my hand this the 15th day of January, A.D., 1969.

DONALL, INC.

By: Donald W. Dorman
Donald W. Dorman, President

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THE STATE OF TEXAS)
 :
COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared DONALD W. DORMAN, 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, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of January, A.D., 1969.

Evelyn J. Jorsted
NOTARY PUBLIC IN AND FOR LUBBOCK COUNTY, TEXAS



FILED FOR RECORD 20 DAY OF JANUARY A.D. 1969 AT 9:36 O'CLOCK A.M.
RECORDED THIS THE 20th DAY OF JANUARY A.D. 1969 AT 5:40 O'CLOCK P.M.
WAYNE A. BARTON, COUNTY CLERK, BURNET COUNTY, TEXAS. BY: Judy J. Jorsted DEPUTY.

AMENDMENT TO RESTRICTIONS
for Donall Estates

011237

WHEREAS restrictions for each unit of Donall Estates (the "Restrictions") are described on Exhibit "A" attached hereto, and

WHEREAS in accordance with section 211.004 of the Texas Property Code, a procedure to amend the Restrictions (the "amendment procedure") was adopted as detailed in the Notice of Adoption recorded in Volume 1452, Page 146 of the Official Public Records of Burnet County, Texas, and

WHEREAS the Board of Directors of Donall Estates Property Owners Association, Inc., initiated an amendment to the Restrictions for each unit by a two-thirds vote of the directors, and

WHEREAS the amendment was approved by two-thirds of the voting property owners of each unit by returning a written ballot that was mailed to each affected property owner at least 30 days before the voting deadline.

NOW THEREFORE, this instrument is filed in the Official Public Records of Burnet County, Texas to state the exact wording of the amendment.

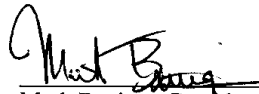
1. The amendment replaces the second sentence of Section 11 of the Restrictions for Units 1, 2, 3, 4 & 5 with the following exact wording:

The restrictions and covenants will continue in force until such time as they are revoked by the amendment procedure.

2. The amendment replaces the second sentence of Section 10 of the Restrictions for the Fox Tracts with the following exact wording:

The restrictions and covenants will continue in force until such time as they are revoked by the amendment procedure.

Executed this the 23 day of August, 2006.



Mark Banigan, President of Donall Estates Property Owners Association, Inc.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1452 0556

STATE OF TEXAS §
 §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Banigan, the President of Donall Estates Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity, and that the statements there contained are true and correct.

Given under my hand and seal of office this the 23rd day of August, 2006.



Susan O. Bush
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Donall Estates Property Owners Association, Inc.
P.O. Box 812
Burnet, Texas 78611

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1457 0557

EXHIBIT "A"

UNIT:	PROPERTY DESCRIPTION:	RESTRICTIONS:
Unit 1	Donall Estates, Unit 1, a subdivision in Burnet County, Texas according to the map or plat thereof recorded in Volume 2, Page 2 of the Plat Records of Burnet County, Texas.	Volume 172, Page 565 of the Deed Records of Burnet County, Texas.
Unit 2	Donall Estates, Unit 2, a subdivision in Burnet County, Texas according to the map or plat thereof recorded in Volume 2, Page 50 of the Plat Records of Burnet County, Texas	Volume 172, Page 567 of the Deed Records of Burnet County, Texas.
Unit 3	Donall Estates, Unit 3, a subdivision in Burnet County, Texas according to the map or plat thereof recorded in Volume 2, Page 52 of the Plat Records of Burnet County, Texas.	
Unit 4	Donall Estates, Unit 4, a subdivision in Burnet County, Texas according to the map or plat thereof recorded in Volume 2, Page 54 of the Plat Records of Burnet County, Texas	Volume 172, Page 569 of the Deed Records of Burnet County, Texas.
Unit 5	Donall Estates, Unit 5 and Division of Tract "B" of Donall Estates Unit 1, a subdivision in Burnet County, Texas according to the map or plat thereof recorded in Volume 2, Page 102 of the Plat Records of Burnet County, Texas.	Volume 172, Page 571 of the Deed Records of Burnet County, Texas.
Fox Tracts	The Fox Tracts, being 12.073 acres of land described in Volume 270, Page 123 of the Deed Record of Burnet County, Texas.	Volume 270, Page 123 of the Deed Records of Burnet County, Texas.

OFFICIAL PUBLIC RECORD
 BURNET COUNTY, TEXAS
 1457 0558

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS
OF BURNET COUNTY, TEXAS in the volume
and Page as shown.



Janet Parker
County Clerk
Burnet County, Texas
By *Michelle Williams*
DEPUTY

Any provision herein which restricts the sale, rental or use
of the described real property because of color or race is
invalid and unenforceable under federal law.

SCANNED

011237

FILED

2006 AUG 28 AM 8:57

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

1457 0559
OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS