

Articles of Incorporation
Majestic Hills POA

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
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Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Certificate of Formation
Nonprofit Corporation

Filed in the Office of the
Secretary of State of Texas
Filing #: 803262101 03/12/2019
Document #: 873798020002
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Filing Fee: \$25

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Majestic Hills Property Owners' Association, Inc.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Davy Roberts

C. The business address of the registered agent and the registered office address is:

Street Address:

110 CR 250 Burnet TX 78611

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Davy Roberts**

Title: **Director**

Address: **110 CR 250 Burnet TX, USA 78611**

Director 2: **Chad May**

Title: **Director**

Address: **110 CR 250 Burnet TX, USA 78611**

Director 3: **Price Keever**

Title: **Director**

Address: **110 CR 250 Burnet TX, USA 78611**

Article 4 - Organization Structure

A. The corporation will have members.

or

B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The specific primary purposes for which the association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and common area within a certain subdivided tract of real property described as

Order: 1115883298
Address: Majestic Hills Ranch Lot 75, Acres 5

follows:

Majestic Hills Subdivision in Blanco County, Texas, according to the plat of the subdivision filed of record in the Map and Plat Records of Blanco County, Texas

and to promote the health, safety, and welfare of the residents within the above-described subdivision.

In furtherance of such purposes, the association will have power to:

- (1) Perform all of the duties and obligations of the association as set forth in a certain declaration of covenants, conditions, and restrictions, referred to in these articles as the declaration, which is applicable to the subdivision and to be recorded in the public records of Blanco County, Texas;**
- (2) Affix, levy, and collect all charges and assessments pursuant to the terms of the declaration, and enforce payment of them by any lawful means; and pay all expenses related to such enforcement, and all office and other expenses incident to the conduct of the business of the association, including all licenses, taxes, or governmental charges levied or imposed on the property of the association;**
- (3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;**
- (4) Borrow money and, subject to the consent by vote or written instrument of two-thirds of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;**
- (5) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer will be effective unless an instrument has been signed by two-thirds of the members, agreeing to such dedication, sale, or transfer;**
- (6) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes for the Majestic Hills Subdivision;**
- (7) Have and exercise any and all powers, rights, and privileges that a corporation organized under the Texas Non-Profit Corporation Act by law may now or hereafter have or exercise;**

The association is organized and will be operated exclusively for the aforementioned purposes. The activities of the association will be financed by assessments on members as provided in the declaration, and no part of any net earnings will inure to the benefit of any member.

Order: 01118K3Z78

Address: Majestic Hills Ranch Lot 75, Acres 5

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The Corporation is a non-profit corporation and is being organized to qualify as a tax exempt organization under the Internal Revenue Code Section 501(c)(4) as well as a tax exempt organization under the laws of the State of Texas from the payment of franchise taxes. When it dissolves, all of its assets will be distributed to the State of Texas or an organization exempt from taxes under Internal Revenue Code Section 501(c)(4) for one or more purposes exempt under the Texas franchise tax.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for purposes consistent with Section 501(c)(4) of the Internal Revenue Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Consent to use Similar Name_signed.pdf

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Sandra Witte P.O. Box 9, Port Lavaca Texas 77979

Execution

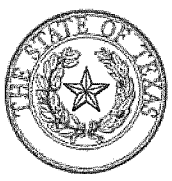
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Sandra Witte

Signature of organizer.

FILING OFFICE COPY

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<p>Form 509 (Revised 06/15)</p> <p>Submit with relevant filing instrument.</p> <p>Filing Fee: None</p>	 <p>Consent to Use of Similar Name</p>	
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(1) LSLP Majestic Hills Ranch, LLC

Name and file number of the entity or individual who holds the existing name on file with the secretary of state

consents to the use of


(2) Majestic Hills Property Owners' Association, Inc.

Proposed name

as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 3-12-19


Signature of Authorized Person

Price Kever
Name of Authorized Person (type or print)

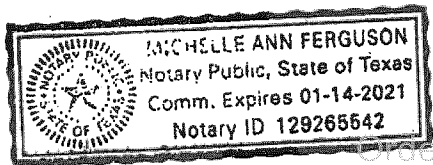
Authorized Agent
Title of Authorized Person, if any (type or print)

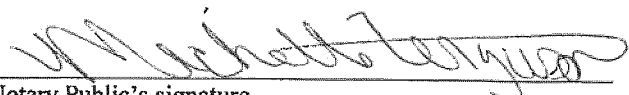
State of Texas

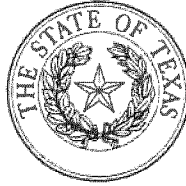
County of BLANCO

This instrument was acknowledged before me on 3/12/19 by PRICE KEEVER
(date) (name of authorized person)

(Seal)




Notary Public's signature



Office of the Secretary of State

CERTIFICATE OF FILING OF

Majestic Hills Property Owners' Association, Inc.
File Number: 803262101

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/12/2019

Effective: 03/12/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

**UNANIMOUS WRITTEN CONSENT OF MEMBERS OF
MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.
IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, members of Majestic Hills Property Owners' Association, Inc., a Texas nonprofit corporation, pursuant to section 6.201 of the Texas Business Organizations Code, hereby adopt the following resolutions in lieu of holding an Organizational Meeting of the Members.

ARTICLES OF INCORPORATION

RESOLVED, that the Acknowledgment of Filing issued by the Secretary of State of Texas and the certified copy of the Certificate of Formation of the Corporation filed with the Secretary of State of Texas on March 12, 2019, are approved; and the Secretary of the Corporation is instructed to place same in the minute book of the Corporation.

BYLAWS

RESOLVED, that the Bylaws submitted to the undersigned are approved and adopted as the Bylaws of the Corporation and the Secretary of the Corporation is instructed to place same or a certified copy thereof in the minute book of the Corporation.

PRINCIPAL OFFICE

RESOLVED, that the Corporation's principal office be located and maintained at 110 CR 250, Burnet, Texas 78611 and that meetings of the members from time to time may be held either at the principal office or at such other place as the members shall from time to time order.

MINUTE BOOK AND CORPORATE RECORDS

RESOLVED, that the corporate record book is adopted as the record book of the corporation, and further,

RESOLVED, that the Corporation maintain appropriate corporate records in the corporate record book, including but not limited to originals, copies or certified copies of the Corporation's original and any amended, corrected or restated, Acknowledgment of Filing, Certificate of Formation, Bylaws, minutes of meetings, and written consents.

OFFICERS

RESOLVED, that the following persons are elected to the offices set forth opposite their names to serve as such at the pleasure of the members or pursuant to the terms of any written employment agreement executed by the Corporation and the respective officer:

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<u>Office</u>	<u>Name</u>
President	Davy Roberts
Secretary/Treasurer	Chad May
Vice President	Price Keever

BANK ACCOUNT

RESOLVED, that the Corporation establish in its name one or more accounts with one or more financial institutions on such terms and conditions as may be agreed with said financial institutions, and that the officers of the Corporation are authorized to execute any resolutions required by said financial institutions for such accounts and to designate the person or persons authorized to write checks on such accounts on behalf of the Corporation.

ORGANIZATIONAL COSTS

RESOLVED, that the attorney's fees, filing fees and other expenses and charges incurred and that may be incurred by the Corporation or persons acting on behalf of the Corporation in connection with the formation of the Corporation are reasonable and shall be paid or reimbursed by the Corporation.

FURTHER INSTRUCTIONS TO OFFICERS

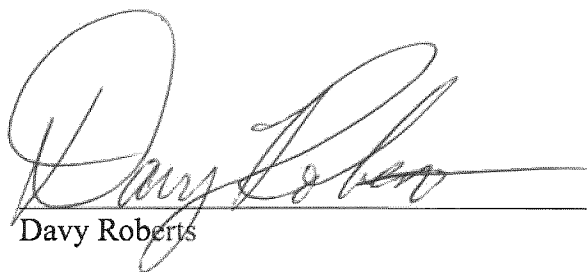
RESOLVED, that the officers of the Corporation are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified and adopted as the acts of the Corporation.

ADDITIONAL RESOLUTIONS

RESOLVED, that the following resolutions are adopted:

1. Resolution Adopting Records Retention Policy for Majestic Hills Property Owners' Association, Inc.;
2. Resolution Adopting Payment Plan for Majestic Hills Property Owners' Association, Inc.; and
3. Resolution Adopting Records Production and Copying Policy for Majestic Hills Property Owners' Association, Inc.;

DATE: March 13, 2019.


Davy Roberts


Chad May


Price Keeper

**SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS FOR MAJESTIC HILLS SUBDIVISION
TO ANNEX PROPERTY – PHASE TWO**

STATE OF TEXAS §
 § **KNOWN ALL MEN BY THESE PRESENTS**
COUNTY OF BLANCO §

THIS Supplemental Declaration is made by LSLP Majestic Hills Ranch, LLC, a Delaware Limited Liability Company, hereinafter referred to as the "Declarant":

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property more particularly described below and desires to develop thereon a residential subdivision; and

WHEREAS, on May 28, 2019, Declarant filed of record the Declaration of Covenants, Conditions and Restrictions for Majestic Hills Subdivision under Instrument Number 191777 of the Official Public Records of the Blanco County Clerk, Blanco County Texas; and

WHEREAS, the above referenced Declarations allow for the Declarant, in its discretion to incorporate any additional real property as additional phases of the Subdivision and bring the same under the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision; and

WHEREAS, the Declarant now desires to bring an additional phase of the Subdivision under the Declaration of Covenants, Conditions, and Restrictions filed on May 28, 2019;

NOW THEREFORE, the Declarant declares that the real property known as Majestic Hills Ranch Phase Two, which is further described below, is and shall be held, transferred, sold, conveyed and occupied subject to the Texas Property Code and subject to the covenants, restrictions, easements, charges and liens filed of record under Instrument Number 191777 of the Official Public Records of the Blanco County Clerk, Blanco County Texas.

ARTICLE I
Definitions

Section 1. Any words not defined in this Supplemental Declaration shall have the same meaning assigned in the Declaration filed of record under Instrument Number

191777 of the Official Public Records of the Blanco County Clerk, Blanco County, Texas. The following words when used in this Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to additional real estate that the Declarant is developing known as Majestic Hills Ranch Phase Two as set forth on the plat filed of record under Cabinet 3, Slide 277-286 of the Official Public Records of the Blanco County Clerk, Blanco County, Texas.

(b) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision filed of record under Instrument Number 191777 of the Official Public Records of the Blanco County Clerk, Blanco County, Texas.

(c) "Supplemental Declaration" shall mean and refer to this Supplemental Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision.

ARTICLE II **Incorporation of Additional Property**

Section 1. Additional Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration and the Original Declaration is located in Blanco County, Texas, and is described on the plat of the Subdivision filed of record under Cabinet 3, Slide 277-286 of the Official Public Records of the Blanco County Clerk, Blanco County, Texas.

Section 2. Additional Phase. Declarant elects that the Additional Property that is the subject of this Supplemental Declaration be incorporated into the Subdivision to be fully covered under the Original Declaration as if it was part of the original Subdivision. This property so incorporated shall be subject to all the declarations, covenants, easements, liens, restrictions, and duties as set forth in the Original Declaration.

ARTICLE III **General Provisions**

Section 1. Binding Effect. All covenants, conditions, limitations, restrictions, easements, and affirmative obligations set forth in this Supplemental Declaration and the Original Declaration shall be binding on the Owners of the Lot(s) and each and every Owner of the properties and their respective heirs, successors, and assigns, and shall run with the land. All rights, easements and agreements reserved by or granted to Declarant in the Original Declaration shall inure to the benefit of Declarant, its successors and assigns including, without limitation, the right to develop and submit additional phases. Declarant

reserves the right in addition to all other rights of Declarant, to assign its rights of consent and approval as set out in this Supplemental Declaration and any amendment hereto or supplement thereof, to the Association, or any assignee of Declarant's development rights.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Plat. Reference to "plat", "map", or other term synonymous therewith shall mean and include any plats of Majestic Hills Subdivision, all phases, filed of record in the Official Public Records of Blanco County, Texas, and all subsequent revisions thereof as and when recorded with the Blanco County Clerk's Office, Blanco County, Texas.

Any other terms and conditions of the Original Declaration shall remain in full force and effect.

This Supplemental Declaration shall become effective upon its recordation in the Official Public Records of the Blanco County Clerk's Office, Blanco County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set its hand on this the 3RD day of MARCH 2020.

LSLP Majestic Hills Ranch, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

By: 

Davy Roberts, Authorized Agent

Order: QJF8K3ZY8

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

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STATE OF TEXAS

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COUNTY OF BLANCO

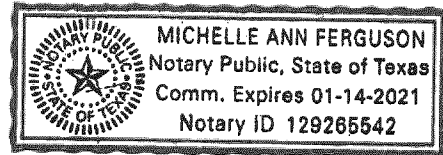
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of LSLP Majestic Hills Ranch, LLC and that by authority duly given and as the act of LSLP Majestic Hills Ranch, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 3RD day of MARCH 2020.

Michelle Ferguson

Notary Public, State of Texas



Filed this 11 day of Mar 2020
8:54 A.M.

Laura Walla
County Clerk, Blanco County, Texas

By Awnip Reed Deputy

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 hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

MAR 11 2020



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Order: QJF8K3ZY8
Address: Majestic Hills
Order Date: 01-11-2021
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200884

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
AMENDED
MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS

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§
§

COUNTY OF BLANCO

1. Name of Subdivision: Majestic Hills Subdivision
2. Name of Homeowners Association: Majestic Hills Property Owners' Association, Inc.
3. Recording Data for Subdivision: Volume 3, Pages 240-247 of the Map and Plat Records of Blanco County, Texas and Volume _____, Pages _____ (Phase Two) of the Map and Plat Records of Blanco County, Texas
4. Recording Data for Declaration: See Exhibit "A"
5. Name and mailing address of Association: Majestic Hills Property Owners' Association, Inc., 110 CR 250 Burnet, Texas 78611
6. The association's designated representative is: Davy Roberts
7. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Blanco County Clerk as set forth on Exhibit A.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Majestic Hills Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.

MAJESTIC HILLS PROPERTY OWNERS'
ASSOCIATION, INC.

By: 
Davy Roberts, President

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
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THE STATE OF TEXAS

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COUNTY OF BLANCO

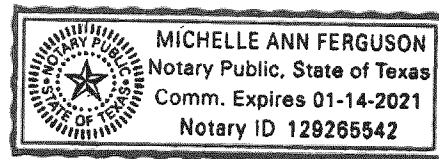
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Majestic Hills Property Owners' Association, Inc. and that by authority duly given and as the act of Majestic Hills Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 3RD day of MARCH 2020.



Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

Majestic Hills Property Owners'
Association, Inc.
110 CR 250
Burnet, Texas 78611

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
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EXHIBIT "A"

Majestic Hills, a subdivision located in Blanco County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of Majestic Hills Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Blanco County, Texas, as follows:

DATE RECORDED	CLERK'S FILE NO.	DOCUMENT
May 28, 2019	191777	Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision
August 28, 2019	192970	Resolution Of The Board Of Directors Of Majestic Hills Property Owners' Association, Inc. Regarding Records Production And Copying Policy
August 28, 2019	192969	Resolution Of The Board Of Directors Of Majestic Hills Property Owners' Association, Inc. Regarding Records Retention Policy
August 28, 2019	192968	Resolution Of The Board Of Directors Of Majestic Hills Property Owners' Association, Inc. Regarding Payment Plan Policy
August 28, 2019	192967	Bylaws Of Majestic Hills Property Owners' Association, Inc., A Nonprofit Corporation
March 11, 2020	200883	Supplemental Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision to Annex Property – Phase Two

Filed this 11 day of Mar 2020
9:04 A M

Laura Walla
 County Clerk, Blanco County, Texas
 By Laura Walla Deputy

Order: QJF8K3ZY8
 Address: Majestic Hills Ranch Lot 75, Acres 5
 Order Date: 01-11-2021
 Document not for resale
 HomeWiseDocs

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 hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

MAR 11 2020



Laura Walla
 COUNTY CLERK
 BLANCO COUNTY, TEXAS

192999

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS §
COUNTY OF BLANCO §

- 1. Name of Subdivision: Majestic Hills Subdivision
2. Name of Homeowners Association: Majestic Hills Property Owners' Association, Inc.
3. Recording Data for Subdivision: Volume 3, Pages 240-247 of the Map and Plat Records of Blanco County, Texas
4. Recording Data for Declaration: See Exhibit "A"
5. Name and mailing address of Association: Majestic Hills Property Owners' Association, Inc., 110 CR 250 Burnet, Texas 78611
6. The association's designated representative is: Davy Roberts
7. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Blanco County Clerk as set forth on Exhibit A.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Majestic Hills Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

Filed this 29 day of Aug 20 19 4:02 PM

Laura Walla County Clerk, Blanco County, Texas By Speli K Maley Deputy

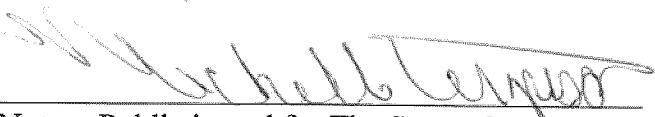
By: Davy Roberts Davy Roberts, President

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

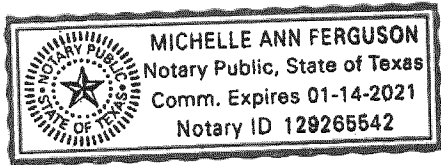
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Majestic Hills Property Owners' Association, Inc. and that by authority duly given and as the act of Majestic Hills Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 29th day of August 2019.



Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

Majestic Hills Property Owners'
Association, Inc.
110 CR 250
Burnet, Texas 78611

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EXHIBIT "A"

Majestic Hills, a subdivision located in Blanco County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of Majestic Hills Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Blanco County, Texas, as follows:

DATE RECORDED	CLERK'S FILE NO.	DOCUMENT
5-28-19	191777	Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Majestic Hills Subdivision
8-28-19	192970	Resolution Of The Board Of Directors Of Majestic Hills Property Owners' Association, Inc. Regarding Records Production And Copying Policy
8-28-19	192969	Resolution Of The Board Of Directors Of Majestic Hills Property Owners' Association, Inc. Regarding Records Retention Policy
8-28-19	192968	Resolution Of The Board Of Directors Of Majestic Hills Property Owners' Association, Inc. Regarding Payment Plan Policy
8-28-19	192967	Bylaws Of Majestic Hills Property Owners' Association, Inc., A Nonprofit Corporation

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 hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

AUG 29 2019

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Amya Walla
 COUNTY CLERK
 BLANCO COUNTY, TEXAS

192967

AFFIDAVIT AUTHENTICATING DOCUMENT

THE STATE OF TEXAS §
§
COUNTY OF BLANCO §

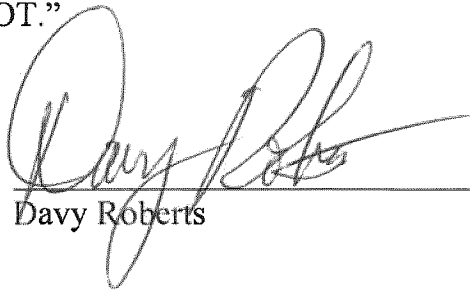
BEFORE ME, the undersigned authority, on this day personally appeared Davy Roberts, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Davy Roberts. I am the president of Majestic Hills Property Owners’ Association, Inc.

“Attached to this affidavit is a true and correct copy of the Bylaws for Majestic Hills Property Owners’ Association, Inc. These Bylaws have been duly adopted by Majestic Hills Property Owners’ Association, Inc.

“These Bylaws are being filed in the Official Records of Blanco County, Texas pursuant to Sections 202.001 and 202.006 of the Texas Property Code.

FURTHER AFFIANT SAITH NOT.”



Davy Roberts

Filed this 28 day of Aug 20 19
3:26 PM

Laura Walla
County Clerk, Blanco County, Texas

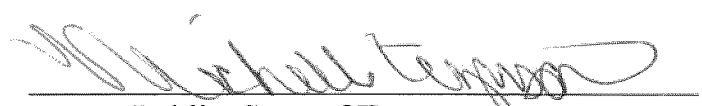
By Laura Walla Deputy

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

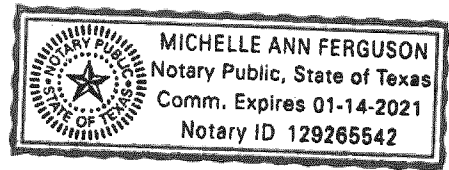
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Majestic Hills Property Owners' Association, Inc. and that by authority duly given and as the act of Majestic Hills Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 20th day of August, 2019.



Notary Public, State of Texas



STATE OF TEXAS § RESOLUTION ADOPTING PAYMENT PLAN
COUNTY OF BLANCO § FOR THE MAJESTIC HILLS PROPERTY
§ OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, Majestic Hills Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following alternative payment policy to set forth guidelines for a payment plan of assessments and fees, to wit:

WHEREAS, the Association is required under Texas Property Code §209.0062 to create and record an alternative payment schedule for the Association governing Majestic Hills Subdivision located in Blanco County, Texas in order to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties; and

WHEREAS, the Association has adopted the following alternative payment plan for all Association dues and fees;

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Majestic Hills Subdivision, filed in the Official Records of Blanco County, Texas, hereinafter referred to as the "Declaration".

NOW THEREFORE, the Association declares that the following is the alternative payment plan adopted:

1. The Due Date for all Annual Assessment Fees shall be January 1st of each year. The Due Date for all Special Assessments shall be 30 days after an Owner receives notice of the Special Assessment. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this document.
2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Owner's address which appears on the books of the Association or to such other address as designated in writing by the Owner.
3. All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.
4. No monetary penalties shall accrue on balances while a payment plan is in effect,

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
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but reasonable cost associated with administering the plan and interest shall continue to accrue. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

5. Any qualified Owner who owes a delinquent balance of \$500.00 or less shall be allowed, without deliberation by the Board, to pay the balance in three equal consecutive monthly installments, with the first payment due within the first thirty-day period following the approval of the payment plan.

6. Any qualified Owner who owes a delinquent balance of more than \$500.00 shall be allowed, without deliberation by the Board, to pay the balance by paying twenty-five percent of the balance during the first thirty-day period following the approval of the payment plan, with the remaining delinquent balance to be paid in five equal consecutive monthly installments.

7. Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; however, no payment plan shall exceed eighteen months or be shorter than three months.

8. The Association reserves the right to refuse to offer a payment plan to an Owner during a two (2) year period following an Owner's default under a previous payment plan.

9. If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

10. Payments will be posted by the Association staff in a timely manner. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to 10 (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Order: QJF8K3ZY8

Address: 2 Majestic Hills Ranch Lot 75, Acres 5

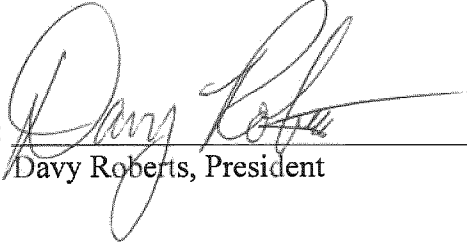
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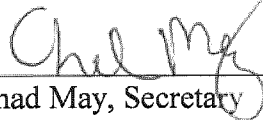
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PASSED, ADOPTED AND APPROVED on this the 13 day of March, 2019.

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

By: 
Davy Roberts, President

ATTEST:

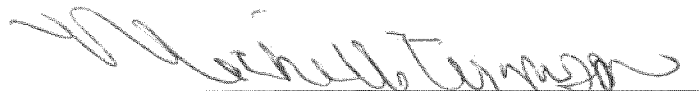
By: 
Chad May, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

CERTIFICATE OF ACKNOWLEDGMENT

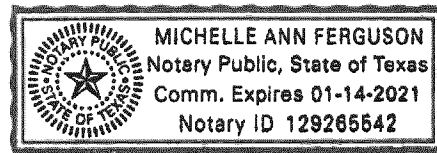
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Majestic Hills Property Owners' Association, Inc. and that by authority duly given and as the act of Majestic Hills Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 28th day of August, 2019.


Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Majestic Hills Property Owners'
Association, Inc.
110 CR 250
Burnet, Texas 78611



Order: QJF8K3ZY8
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Order Date: 01-11-2021
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Filed this 28 day of Aug 2019
3:28 P.M.

Laura Walla
County Clerk, Blanco County, Texas
By Laura Walla Deputy

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 hereon by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

AUG 28 2019



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
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192969

STATE OF TEXAS § RESOLUTION ADOPTING RECORDS
 § RETENTION POLICY FOR
 § MAJESTIC HILLS
COUNTY OF BLANCO § PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING RECORDS RETENTION POLICY**

Pursuant to Section 209.005(m) of the Texas Property Code, Majestic Hills Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records retention policy, to-wit:

Records of the Association shall be kept on the following schedule:

- (1) The certificate of formation, bylaws, restrictive covenants, and all amendments to the certificate for formation, bylaws and covenants shall be retained permanently.
- (2) Financial books and records shall be retained for seven years.
- (3) Account records of current owners shall be retained for five years.
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- (5) Minutes of meetings of the owners and the Board shall be retained for seven years.
- (6) Tax returns and audit records shall be retained for seven years.
- (7) Emails are not stored or saved electronically by Board Members, Committee Members, or anyone associated with the Association, including a management company. In the event that any communication is kept that started as an email, it will be printed and kept with the subject it involves. Emails are not kept as a practice and they are printed as necessary. In the event that an email is printed it may only contain the final decision or request, and not all pages of communication.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Filed this 28 day of August 2019
3:30 PM

Laura Walla
County Clerk, Blanco County, Texas
By [Signature] Deputy

Order: QJF8K3ZY8
Address: Majestic Hills Ranch
Order Date: 01-11-2021
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PASSED, ADOPTED AND APPROVED on this the 13th day of March, 2019.

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC

By: *Davy Roberts*
Davy Roberts, President

ATTEST:

By: *Chad May*
Chad May, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF Blanco §

CERTIFICATE OF ACKNOWLEDGMENT

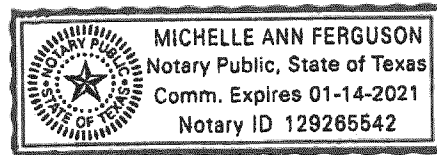
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Majestic Hills Property Owners' Association, Inc. and that by authority duly given and as the act of Majestic Hills Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 28th day of August, 2019.

Michelle Ann Ferguson
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Majestic Hills Property Owners' Association, Inc.
110 CR 250
Burnet, Texas 78611



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 hereon by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

AUG 28 2019



Auna Halla
COUNTY CLERK
BLANCO COUNTY, TEXAS

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Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
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192970

STATE OF TEXAS § RESOLUTION ADOPTING RECORDS
 § PRODUCTION AND COPYING POLICY
 § FOR MAJESTIC HILLS
COUNTY OF BLANCO § PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.
REGARDING RECORDS PRODUCTION AND COPYING POLICY**

Pursuant to Section 209.005(i), Texas Property Code, Majestic Hills Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005(i), to-wit:

1. Copy Charges-

- a. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer if \$.09 per page or part of a page. Each side that has recorded information is considered a page.
- b. The charge for oversize copies (e.g.: 11 inches by 17 inches, not including maps and photographs using specialty paper) shall be \$.50 per page.
- c. The charge for specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) shall be at actual cost.
- d. The charge for copies made onto a form of electronic media shall be the actual cost of the supplies used, for example a rewritable CD. Charges in this subsection are to cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request.

2. Labor Charges for locating, compiling, manipulating data, and reproducing information-

- a. The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- b. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (i) Two or more separate buildings that are not physically connected with each other; or
 - (ii) A remote storage facility.

Filed this 28 day of Aug 2019
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Order: QJF8K3ZY8

Address: 1 Majestic Hills Ranch Lot 75, Apts 5

Order Date: 01-11-2021

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Laura Walla
County Clerk, Blanco County, Texas

By [Signature] Deputy

- c. A labor charge shall not be recovered for anytime spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.
 - d. When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:
 - (i) Two or more separate buildings that are not physically connected with each other; or
 - (ii) A remote storage facility.
3. Miscellaneous supplies-
- a. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.
4. Postal and shipping charges-
- a. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
5. Advance payment-
- a. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated costs exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Order: QJF8K3ZY8

Address: 2 Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

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PASSED, ADOPTED AND APPROVED on this the 13th day of March, 2019.

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

By: *Davy Roberts*
Davy Roberts, President

ATTEST:

By: *Chad May*
Chad May, Secretary

THE STATE OF TEXAS §
COUNTY OF BLANCO §
§

CERTIFICATE OF ACKNOWLEDGMENT

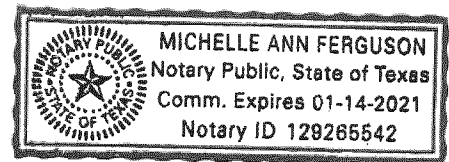
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Majestic Hills Property Owners' Association, Inc. and that by authority duly given and as the act of Majestic Hills Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 28th day of AUGUST, 2019.

Michelle Ferguson
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Majestic Hills Property Owners' Association, Inc.
110 CR 250
Burnet, Texas 78611



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 hereon by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

AUG 28 2019



Aura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Order: QJF8K3ZY8

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

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Budget
Majestic Hills POA

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Majestic Hills POA
2021 Operating Budget

Units 209
 Annual Assessment \$ 600

INCOME	GL Code	Monthly	Annual
Assessments	3110	\$ 10,450	\$ 125,400
Clubhouse Reservations	3111	150	1,800
TOTAL INCOME		\$ 10,600	\$ 127,200

EXPENSES

General & Administrative

Postage/Copying	4050	\$ 50	\$ 600
Insurance	4060	300	3,600
Legal Fees	4070	100	1,200
Management Contract	4090	1,550	18,600
Tax - Preperation	4120	21	252
Social Fund	4587	100	1,200
Clubhouse Reservations	4130	150	1,800
Total General & Administrative		\$ 2,271	\$ 27,252

Landscaping

Landscape Contract	4200	\$ 1,500	\$ 18,000
Landscape Installation	4208	500	6,000
Landscape Sprinkler	4229	300	3,600
Total Landscaping		\$ 2,300	\$ 27,600

Maintenance

Road Fund Transfer	4912	\$ 3,250	\$ 39,000
Gates	4400	250	3,000
Clubhouse Cleaning	4401	600	7,200
Clubhouse Maintenance	4402	300	3,600
Maintenance	4478	200	2,400
Total Maintenance		\$ 4,600	\$ 55,200

Utilities

Electricity	4800	\$ 50	\$ 600
Garbage	4805	150	1,800
Total Utilities		\$ 200	\$ 2,400

TOTAL EXPENSES \$ 9,371 \$ 112,452

RESERVES

Transfer to Reserves	3115	\$ 1,229	\$ 14,748
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NET INCOME - -

Number of Units	209
Annual Assessments	125,400
Total Monthly Assessments	10,450
Monthly Expenses	9,371

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Bylaws
Majestic Hills POA

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**BYLAWS OF
MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.
A NONPROFIT CORPORATION**

**Article I
Definitions**

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision executed by LSLP Majestic Hills Ranch, LLC, as Developer therein, and recorded in the Official Records of the County Clerk's office, Blanco County, Texas (as modified, amended or supplemented, from time to time, the "Declaration").

Section 1.1 "Association" means and refers to Majestic Hills Property Owners' Association, Inc., its successors and assigns, a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property owned by the association for the common use and enjoyment of the Owners and as further set forth in the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision.

Section 1.3 "Developer" means and refers to LSLP Majestic Hills Ranch, LLC, a Delaware Limited Liability Company, its successors and assigns.

Section 1.4 "Declaration" means and refers to the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision, as it may be amended from time to time.

Section 1.5 "Lot" means and refers to any lot of land shown on the recorded subdivision plat with the exception of the Common Area and as further set forth in the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision, and any amendment thereto.

Section 1.6 "Member" means and refers to an Owner who is a member of the Association as provided in Article V of the Declaration of Covenants, Conditions, and Restrictions for Majestic Hills Subdivision.

Section 1.7 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.8 "Subdivision" means and refers to all property including Lots and Common Area on the plat of the subdivision filed by the Developer in the Map and Plat Records of Blanco County Texas and all areas subject to the Declaration. All references to "Majestic

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Hills” or “Properties” means this subdivision as defined in this Section 1.8.

Article II
Administration of Subdivision

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Project, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the “Act”) and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, officers and Members shall at all times act in conformity with the Act, and the Governing Documents.

Article III
Offices-Seal-Fiscal Year

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Seal: The seal of the Association shall be in the form of two concentric circles with the name of the Association and year 2019 printed between the two concentric circles

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with a star in the middle with the word "TEXAS" printed in the star.

Section 3.4 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

Article IV Membership

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk's office of Blanco County, Texas of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

Section 4.2 Place of Meeting: All meetings of the Membership shall be held at a place within Blanco County, Texas, or at such other place, either within or without the State of Texas, as designated in the notice of the meeting.

Section 4.3 Annual Meeting: A meeting of the Association shall be held at least once each year. The first annual meeting of the Members will be held within one year from the date of incorporation of the Association or not later than thirty (30) days after one hundred percent (100%) of the lots have been sold, whichever first occurs. Thereafter, the Annual Meeting of the Association shall be held on the second Tuesday in March of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget

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Order Date: 01-11-2021

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changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail, to the mailing address of each Lot or to any other mailing address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of

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revocation delivered to the person presiding over a meeting of the Association. The proxy of any Owner will automatically terminate on conveyance by such Owner of his or her lot.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot.

Article V Board

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board Members. The Board may, however, fill vacancies in its Membership for the unexpired portion of any term.

Section 5.2 Number, Term, and Qualifications: The initial Board shall consist of the three (3) individuals appointed by the Developer and who need not be Members. The Board members appointed by the Developer need not be Owners in the Subdivision. On or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to Owners other than Developer, at least one-third of the Board Members must be elected by Owners other than the Developer. After all of the lots are sold then the Board shall consist of not less than three (3) but no more than five (5) directors. Within these limits, the Board may change the number of directors. No decrease in the number of directors may shorten the current term of a director. The directors, after the Developer transfers control, shall be elected by the Members. Directors after Developer transfers control shall be elected to staggered terms. Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board Members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: Any Board Member, other than a Member appointed by the Developer, may be removed from the Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, the notice of the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board Members appointed by the Developer may only be removed by the Developer and can be removed with or without cause. If any Board Members are so removed, their successors as Board Members may be elected by the Developer or the Membership at the same

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meeting to fill the unexpired terms of the Board Members so removed as provided in Section 5.3.

Section 5.5 Vacancies: A vacancy occurring in the Board may be filled by a majority of the remaining Board Members, though less than a quorum, or by the sole remaining Board Member; provided, however, a vacancy created by an increase in the authorized number of Board Members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board Member at any time to fill any vacancy not filled by the Board Members. As provided in Section 5.4, the Developer or the Membership shall have the first right to fill any vacancy created by the Developer or the Membership's removal of a Board Member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the President shall preside.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers. The Board Members who vote for or assent to the making of a loan to a Board Member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 5.10 Meetings of the Board:

A. Regular Meeting: Regular Meetings may be held, without notice, at such hour and address as may be fixed from time to time by resolution of the Board.

B. Special Meetings: Special Meetings shall be held when called by the Chairman of the Board, the President of the Association, or by a majority of the Board Members

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upon written notice sent to each Board Member by any usual means of communication not less than five (5) days before the meeting.

C. Waiver of Notice: The notice provided for herein may be waived by written instrument signed by those Board Members who do not receive said notice. Attendance by a Board Member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board Member at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

D. Meeting Place: The Board may hold Regular or Special Meetings in or out of the State of Texas.

E. Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference, shall be regarded as the act or decision of the Board.

Section 5.11 Action Without Meeting: The Board Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.12 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.13 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Project and collection of the assessments for the Owners, as provided in the Governing Documents;

C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;

D. Adoption of rule and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area, the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance as required or permitted under the terms of the applicable provisions of the Declaration;

G. Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records of the Association from the Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;

H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;

I. Supervising all officers, agents and employees of the Association and insuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

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M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner.

P. Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association.

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President, any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

R. Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a Lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefore; and

S. Exercising any other powers allowed in the Declaration, the Certificate of Formation, these Bylaws, or otherwise by law.

T. Suspend the voting rights and right to use the recreational facilities of any Member during any period in which such Member is in default as allowed by the Texas Property Code;

U. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;

V. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

W. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 5.14 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws

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as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

Section 5.15 Duties: It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the declaration, to:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;

D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Area to be maintained.

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Article VI Committees

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board.

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

Section 6.6 Architectural Review Committee: Notwithstanding anything in this Article VI to the contrary, the Architectural Review Committee shall be created, appointed and governed as provided in the Declaration.

Article VII Officers

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant treasurers and other officers as the Board may from time to time appoint. Except for the President, no officer need be a Member of the Board.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

Section 7.3 Removal: Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer he replaces.

Section 7.5 Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a Member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of the Chairman, he shall also preside at all meetings of the Board. He shall see that the orders and resolutions of the Board are carried out; he shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 7.7 Vice President: The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by the Board) and the other reports to be furnished to the Members as required in the Declaration. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

Section 7.10 Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board.

Section 7.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

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Section 7.12 Indemnification: To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 7.13 Amendment Authority: Amendments to the Declaration may be prepared, executed, certified and recorded by the President, the Secretary, the Treasurer or any Vice President of the Association.

Article VIII Amendments

Section 8.1 Amendments by Members: Subject to Section 8.2 and the last sentence of this Section 8.1, these Bylaws may be amended. All persons or entities who own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Developer provided for in the Governing Documents, without the consent of Developer.

Section 8.2 Amendments by Developer or Board: Developer, for so long as it owns lots in the subdivision, and thereafter the Board, shall have the right to amend these Bylaws for the purposes set forth in the Declaration, without the consent or approval of any other Member.

Section 8.3 Agency Approval: So long as Developer still owns lots in the subdivision, any amendment of these Bylaws, except as expressly provided in Section 8.2 above, shall require the prior written approval of any Agency then holding or insuring any Mortgage.

Article IX Miscellaneous

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual either during its existence or upon dissolution

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except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

Section 9.5 Books and Records: The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

Section 9.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.

Section 9.7 Conflict: In the case of any conflict between the Certificate of Formation and these Bylaws, the Articles will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

PASSED, ADOPTED AND APPROVED on this the 13th day of March, 2019.

By: 
Davy Roberts, President

ATTEST:

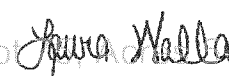

Chad May, Secretary

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 hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

AUG 28 2019

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COUNTY CLERK
BLANCO COUNTY, TEXAS

Current Unaudited Financial Documents
Majestic Hills POA

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Majestic Hills POA

Balance Sheet For December 2020

Assets

Alliance #0087 - Operating	\$80,853.35
Alliance #9350 - Reserves	\$3,000.69
Alliance #2042 - Bond Account	\$3,500.25

Total Assets

	<u>\$87,354.29</u>
Total Asset	<u>\$87,354.29</u>

Liabilities

Prepaid Assessments	\$4,250.10
Bonds Refundable	\$7,000.00

Total Liabilities

\$11,250.10

Equity

Operating Retained Earnings	\$57,989.39
Net Income (Loss)	\$18,114.80

Total Equity

\$76,104.19

Total Liability / Equity	<u>\$87,354.29</u>
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Majestic Hills POA

Statement of Revenues and Expenses 12/1/2020 - 12/31/2020

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
3110 - Assessments	-	-	-	30,044.84	-	30,044.84	-
3142 - Interest Income	3.41	-	3.41	14.72	-	14.72	-
3180 - ARC Review Fee	-	-	-	1,250.00	-	1,250.00	-
Total Operating Income	3.41	-	3.41	31,309.56	-	31,309.56	-
Operating Expense							
Administrative Expense							
4050 - Copy - Postage	2.00	-	(2.00)	27.70	-	(27.70)	-
4060 - Insurance	-	-	-	3,868.00	-	(3,868.00)	-
4090 - Management Services	3,100.00	-	(3,100.00)	9,300.00	-	(9,300.00)	-
4145 - ARC Review Expense	125.00	-	(125.00)	500.00	-	(500.00)	-
Total Administrative Expense	3,227.00	-	(3,227.00)	13,695.70	-	(13,695.70)	-
Total Operating Expense	3,227.00	-	(3,227.00)	13,695.70	-	(13,695.70)	-
Net Operating Income (Loss)	(3,223.59)	-	(3,223.59)	17,613.86	-	17,613.86	-

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Majestic Hills POA

Statement of Revenues and Expenses 12/1/2020 - 12/31/2020

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Income							
3142 - Interest Income	.47	-	.47	.94	-	.94	-
3180 - ARC Review Fee	500.00	-	500.00	500.00	-	500.00	-
Total Reserve Income	500.47	-	500.47	500.94	-	500.94	-
Net Reserve Income (Loss)	500.47	-	500.47	500.94	-	500.94	-
Net Total	(2,723.12)	-	(2,723.12)	18,114.80	-	18,114.80	-

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Majestic Hills POA

Balance Sheet For November 2020

Assets

Alliance #0087 - Operating	\$81,676.94
Alliance #9350 - Reserves	\$3,000.43
Alliance #2042 - Bond Account	\$1,000.04

Total Assets

	<u>\$85,677.41</u>
Total Asset	<u>\$85,677.41</u>

Liabilities

Prepaid Assessments	\$1,850.10
Bonds Refundable	\$5,000.00

Total Liabilities

\$6,850.10

Equity

Operating Retained Earnings	\$57,989.39
Net Income (Loss)	\$20,837.92

Total Equity

\$78,827.31

Total Liability / Equity **\$85,677.41**

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
HomeWiseDocs

Majestic Hills POA

Statement of Revenues and Expenses 11/1/2020 - 11/30/2020

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
3110 - Assessments	3,124.50	-	3,124.50	30,044.84	-	30,044.84	-
3142 - Interest Income	3.32	-	3.32	11.31	-	11.31	-
3180 - ARC Review Fee	750.00	-	750.00	1,250.00	-	1,250.00	-
Total Operating Income	3,877.82	-	3,877.82	31,306.15	-	31,306.15	-
Operating Expense							
Administrative Expense							
4050 - Copy - Postage	25.70	-	(25.70)	25.70	-	(25.70)	-
4060 - Insurance	-	-	-	3,868.00	-	(3,868.00)	-
4090 - Management Services	3,100.00	-	(3,100.00)	6,200.00	-	(6,200.00)	-
4145 - ARC Review Expense	375.00	-	(375.00)	375.00	-	(375.00)	-
Total Administrative Expense	3,500.70	-	(3,500.70)	10,468.70	-	(10,468.70)	-
Total Operating Expense	3,500.70	-	(3,500.70)	10,468.70	-	(10,468.70)	-
Net Operating Income (Loss)	377.12	-	377.12	20,837.45	-	20,837.45	-

Order: QJF8K3ZY8

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

Document not for resale

HomeWiseDocs

Majestic Hills POA

Statement of Revenues and Expenses 11/1/2020 - 11/30/2020

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Income							
3142 - Interest Income	.25	-	.25	.47	-	.47	-
Total Reserve Income	.25	-	.25	.47	-	.47	-
Net Reserve Income (Loss)	.25	-	.25	.47	-	.47	-
Net Total	377.37	-	377.37	20,837.92	-	20,837.92	-

Order: QJF8K3ZY8

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

Document not for resale

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Majestic Hills POA

Balance Sheet For October 2020

Assets

Alliance #0087 - Operating \$80,699.72
Alliance #9350 - Reserves \$1,000.22

Total Assets

\$81,699.94
Total Asset \$81,699.94

Liabilities

Prepaid Assessments \$1,250.00
Bonds Refundable \$2,000.00

Total Liabilities

\$3,250.00

Equity

Operating Retained Earnings \$57,989.39
Net Income (Loss) \$20,460.55

Total Equity

\$78,449.94
Total Liability / Equity \$81,699.94

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
HomeWiseDocs

Majestic Hills POA

Statement of Revenues and Expenses 10/1/2020 - 10/31/2020

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
3110 - Assessments	1,765.58	-	1,765.58	26,920.34	-	26,920.34	-
3142 - Interest Income	3.45	-	3.45	7.99	-	7.99	-
3180 - ARC Review Fee	-	-	-	500.00	-	500.00	-
Total Operating Income	1,769.03	-	1,769.03	27,428.33	-	27,428.33	-
Operating Expense							
Administrative Expense							
4060 - Insurance	1,934.00	-	(1,934.00)	3,868.00	-	(3,868.00)	-
4090 - Management Services	-	-	-	3,100.00	-	(3,100.00)	-
Total Administrative Expense	1,934.00	-	(1,934.00)	6,968.00	-	(6,968.00)	-
Total Operating Expense	1,934.00	-	(1,934.00)	6,968.00	-	(6,968.00)	-
Net Operating Income (Loss)	(164.97)	-	(164.97)	20,460.33	-	20,460.33	-

Order: QJF8K3ZY8

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

Document not for resale

HomeWiseDocs

Majestic Hills POA

Statement of Revenues and Expenses 10/1/2020 - 10/31/2020

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Income							
3142 - Interest Income	.08	-	.08	.22	-	.22	-
Total Reserve Income	.08	-	.08	.22	-	.22	-
Net Reserve Income (Loss)	.08	-	.08	.22	-	.22	-
Net Total	(164.89)	-	(164.89)	20,460.55	-	20,460.55	-

Order: QJF8K3ZY8

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

Document not for resale

HomeWiseDocs

Declaration-CC&Rs
Majestic Hills POA

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
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191777

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MAJESTIC HILLS SUBDIVISION

STATE OF TEXAS §
 §
COUNTY OF BLANCO § KNOWN ALL MEN BY THESE PRESENTS

This declaration made on the date hereinafter set forth by LSLP Majestic Hills Ranch, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Blanco County, Texas, containing 597.86 acres more or less and being more fully described on the map and plat recorded in Volume 3, Pages 240-247, of the Map and Plat Records of Blanco County, Texas hereinafter referred to as "Subdivision;"

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

ARTICLE I
DEFINITIONS

1.01 Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not developer board.

1.02 Annual Assessment. "Annual Assessment" means the amount set forth in Section 6.02 hereof.

1.03 Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

Filed this 28 day of May, 2019
3:02 M

Laura Walla
County Clerk, Blanco County, Texas
By: Laura Reed Deputy

1.04 Association. “Association” means and refers to the Developer until the Control Transfer Date and thereafter Majestic Hills Property Owners’ Association, Inc. and its successors and assigns.

1.05 Board of Directors. “Board of Directors” means and refers to the Board of Directors of the Association.

1.06 Bylaws. “Bylaws” mean the Bylaws of the Association as from time to time amended.

1.07 Certificate of Formation. “Certificate of Formation” shall mean the Certificate of Formation of Majestic Hills Property Owners’ Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. “Common Area” means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads, the entrance, and the home and apartment located on the portion of land marked “Common Area” on the Plat. The house and apartment are a Common Area owned by the Association and shall be rented only to members of the Association, subject to rules and regulations promulgated by the Association, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09 Common Area Expense. “Common Area Expense” means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officer’s liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas (c) Common Area maintenance and replacement of landscaping, (d) the maintenance, expenses for upkeep and insurance on all improvements located on the portion of land marked “Common Area” on the Plat, (e) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date. The “Control Transfer Date” shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02(a) or 7.01 hereof. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11 Construction Deposit. The Construction Deposit has the meaning described in Section 4.06 hereof.

1.12 Developer. “Developer” means and refers to LSLP Majestic Hills Ranch, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.13 Improvement. “Improvement” means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters . The term “Improvement” excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.14 Member. “Member” means and refers to every current Owner of a Lot.

1.15 Notice. Whenever any “notice” is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.16 Owner. “Owner” or “Tract Owner” means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term Owner or Tract Owner shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.17 Plans or Specifications. “Plans” or “Specifications” means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.18 Plat. “Plat” means and refers to the plat of Majestic Hills Subdivision filed on May 28, 2019, in Volume 3, Pages 240-247, of the Map and Plat Records of Blanco County, Texas.

1.19 Road. Road or roads means property, or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.20 Special Assessment. “Special Assessment” shall have the meaning given to that term in Section 6.03 hereof.

1.21 Tract or Lot. “Tract” or “Lot” means the 103 individual tracts of land or lots identified on the Plat or any amendments thereto, and any lots annexed into the Subdivision.

1.22 Vote of Members. “Vote of Members” means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. As of the date of these Restrictions Lots 5, 6 and the portion of land marked “Common Area” on the Plat have existing improvements. Any building restrictions contained herein shall not apply to these existing improvements, and any variance that exists shall have been deemed accepted by the Developer and the ACC. The improvements located on Lots 5 and 6 are still subject to all the Restrictions contained herein, including but not limited to obtaining Developer or, after the Control Transfer Date, the ACC approval for all modifications and improvements.

2.02 Utility Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility easement measuring twenty five feet (25’) in width is reserved along the front of each Tract. A utility easement measuring twenty feet (20’) in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A utility easement twenty five feet (25’) in width is reserved along the perimeter boundary lines of the Subdivision. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located

within the easements.

2.03 Underground Utilities Required. All utilities installed by a Tract Owner shall be located underground.

2.04 Construction of Improvements on Utility Easements. No buildings or walls 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, landscaping, 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, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.05 Road Easement. A road easement as shown on the Plat measuring sixty feet (60') in width is reserved in favor of the Association and the Tract Owners (including their guests, invitees and tenants) for the purpose of granting the Tract Owners ingress and egress to and from their Tracts and to the Common Areas. No Tract Owner shall be prevented from using the road easement as a result of any failure of a Tract Owner to comply with these Restrictions or pay Assessments. Except as specifically set forth herein, no Improvement shall be constructed on or over the road easement except as authorized by the Association. Tract Owners shall not take any action which would prevent other Tract Owners from using the road easement. The Association reserves the right to make reasonable rules and regulations regarding the use of the road easement. The road easement may also be used for the construction, installation and maintenance of landscaping and utilities provided that such utilities are installed underground.

ARTICLE III **USE RESTRICTIONS FOR TRACTS**

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single family residential purposes only. Except as expressly permitted herein, only one single family residence for each Tract is permitted.

3.02 Minimum Square Footage. Every Lot in the Subdivision shall have a required minimum square footage for a single family residential unit of at least one thousand eight hundred (1,800) square feet of living area, excluding porches, garages and storage areas.

3.03 Garages. All single family dwelling units, except approved guest quarters, shall have at least a two-car attached, or detached garage. All garages must be constructed out of the same materials as used for the main residence. All garages shall be located on the Tract as indicated by the Architectural Control Committee approved site plan.

3.04 Guest Quarters. One guest quarter may be built upon each Tract provided the guest quarter contains no less than five hundred (500) square feet, is no more than half the size of the main residence and is located to the rear of the main residence. A guest quarter must be built along

with or after the construction of the main residence and may not be built or occupied prior to the main residence unit being occupied. Guest or servant quarters must be constructed with material harmonious with the main residence. Guest quarters shall not be individually rented. Any rentals of a Guest Quarters must also include the rental of the main residence and is subject to the restrictions set forth in Section 3.39 below.

3.05 Down Lighting. Any exterior illumination must be fully shielded, pointed downward, and placed in a manner so as to not be directly visible from, or to create a direct glare into, any adjoining properties or public roadways. In order to limit glare and light trespass into neighboring lands and to limit negative impacts to wildlife, exterior illumination shall be restricted to bulbs with a Correlated Color Temperature of 2,700K or less. As used herein, “fully shielded” means no direct uplight (i.e., no light emitted above the horizontal plane of the lighting fixture). All exterior lighting must have prior approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to installation. The Architectural Control Committee or Developer (prior to the Control Transfer Date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.06 Barns, Workshops & Storage Buildings. For each Lot one permanent metal, rock, and/or hardiplank barn, workshop or storage building shall be allowed so long as such building has rock wainscoat on all sides and also has approved landscaping on all sides that face any road in the Subdivision. The wainscoat shall begin at the bottom of the building and extending three feet (3') upward. The square footage of any such building shall not exceed thirty six hundred (3,600) square feet of enclosed space on the first floor. Color of all buildings are to be harmonious with the main residence. Detailed plans and specifications for barns, workshops and storage buildings must be submitted to the Developer or ACC for approval prior to construction. Any barn, workshop or storage building must be constructed so that its location is farther away from the front entrance of a Lot than the location of the main residence. Only a barn may be constructed on the Tract prior to the main residence being constructed or occupied. No portable storage buildings shall be allowed.

3.07 Barns as Temporary Living Space. Guest 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. Any rentals of a guest quarters located in the barn must also include the rental of the main residence and is subject to the restrictions set forth in Section 3.39 below. Guest quarters shall not be individually rented out for income and cannot encompass more than fifty percent (50%) of the interior footprint of the barn. Such guest quarters may be used as the Tract Owner's temporary residence during the construction of the main residence or as a “weekend getaway” for such Tract Owner prior to the construction of the residence. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC.

3.08 No Prefabricated or Mobile Homes. No prefabricated structures or mobile homes are permitted to be located on any Tract except as permitted by Section 3.09 hereof.

3.09 Temporary Structures & Use of RVs. No structure of a temporary character,

whether trailer, motor home, recreational vehicle, tent, 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.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY (50) OR MORE RESIDENCES HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.12 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the developer is selling Tracts or building homes in the subdivision.

3.10 Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures or reasonably screened from view from any road in the Subdivision. There will be no storage of trailers, RVs, trucks or any item listed in this paragraph 3.10 until the main residence or a barn has been constructed on the property.

3.11 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to Control Transfer Date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.12 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.13 Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of thirty-five feet (35') in height (measured from the ground to the topmost part of the roof) or 2 - 1/2 stories in height.

3.14 Construction Materials. All Improvements must be built with new construction

materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank or stucco, and are subject to the masonry restrictions set forth in Section 3.17. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above.

3.15 Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarters and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior to the Control Transfer Date) approval. The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.16 Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.17 Masonry. Any residence, guest quarter or shall be constructed from at least fifty-one percent (51%) masonry materials. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas area as masonry, and specifically excludes hardiboard or any synthetic material. Tract Owners are encouraged to use hardiboard materials where non-masonry materials are permitted.

3.18 Construction Equipment Damage. Tract Owners shall be responsible for any damage caused to the roads by construction equipment or trucks making deliveries to their Tracts.

3.19 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.20 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Blanco County Commissioners Court, if required, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No

Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Blanco County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

3.21 Setback Lines. For all Lots in the Subdivision, except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) fifty feet (50') from the front property line; b) fifty feet (50') from the rear property line and c) fifteen feet (15') from the side property lines of the Tract unless otherwise noted on the recorded plat. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). If Owner fences more than one acre surrounding its main residence site, then in order to maintain a uniform appearance of fences along the roads, all fencing must be located at the property lines. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) opinion such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns, which said variance will not be unreasonably withheld.

3.22 Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.23 Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.24 Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date), constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Wood fences must be constructed in a low profile, open view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of three (3) horizontal pipes along the front of the lot and otherwise conform with the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) specifications. The community's perimeter fencing is not to be altered or removed on any lot. **If a Tract Owner decides to fence their property they could be in jeopardy of losing their Ag exemption.**

3.25 Mailboxes. All mailboxes will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such

other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.26 Driveways. The first fifty linear feet (50') of any driveway which is connected to any road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of any road ends. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main residence or any allowed structure and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction.

3.27 Antennas, Towers and Satellite Dishes. Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the residence or accessory building upon which they are attached. Should a Tract Owner encounter a situation that a ten foot (10') tower will not allow connection to an internet service provider, then the Tract Owner may apply to the Developer or the ACC for a variance of this restriction, which said variance will not be unreasonably withheld. Any antenna, tower or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty-five feet (25') of any property line. The Architectural Control Committee or Developer (prior to the Control Transfer Date) must approve all exterior antennas, towers, satellite dishes or other sound or data receivers or transmitters.

3.28 Prohibited Activities and Nuisance. No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). 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. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.29 Garbage and Trash Disposal. No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or

screened from view from any road in the Subdivision. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.

3.30 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.31 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 or Developer (prior to the Control Transfer Date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Property Code §202.009, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Tract Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the Control Transfer Date), the Architectural Control Committee or Developer (prior to the Control Transfer Date) 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 name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" or "for rent" signs. No signs shall be nailed to a tree. Signs erected on any vacant Tract advertising "for sale" shall not be permitted during the Developer's control of the Subdivision.

3.32 Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts 10 acres or larger, so long as such animals do not exceed one (1) animal for every five (5) fenced acres and do not become a nuisance or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract. If a domestic livestock animal is part of a 4H or FFA project, then a Tract Owner may get a variance to this Section 3.32 from the Architectural Control Committee or Developer (prior to the Control Transfer Date), which said variance will not be unreasonably withheld.

Chickens shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view from any road in the Subdivision and from any other Tract in Subdivision.

Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations.

All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. No feedlots for any type of animal shall be permitted.

3.33 Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Tract Owner.

3.34 Drainage. Natural established drainage patterns for drainage will not be impaired by any Tract Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) and shall comply with any applicable governmental rules and regulations. Majestic Hills Subdivision will use sheet flow and/or bar ditches for drainage. Tract Owner is responsible for building its residence at the proper elevation and is responsible for proper drainage on the Property. Tract Owner is required to build on the Property in such a manner that water flows away from any improvements. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction and must comply with all governmental rules and regulations.

3.35 Re-plating and Subdividing. No Tract may be subdivided into smaller tracts.

3.36 Maintenance and Landscaping of Lots. It shall be the responsibility of each Tract Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Tract Owner shall be required to landscape the area around their main residence, barn, workshop and/or storage building on any side that faces any road in the Subdivision. Occupancy or use of any such structure prior to completion of landscaping shall require the written approval of the Developer or ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.37 Firearms. The discharge of firearms in the Subdivision is strictly prohibited.

3.38 Hunting. No hunting of any kind is allowed in the Subdivision.

3.39 Leasing/Short Term Rentals. There shall be no leasing or rental of the main residence permitted, unless such rental is under a written lease that has a duration of at least six (6) months and covers the rental of the entirety of any Tract be leased.

3.40 Water Wells and Irrigation Systems. Water wells and irrigation wells will be allowed; however, no water wells or irrigation wells of any type shall be allowed to draw upon water from creeks, streams, rivers, lakes or ponds. All wells shall be subject to any local or state governmental regulations and approval. Rain water collection is not required, but is encouraged on each Tract. If a rain water collection system is installed, any tank must be wrapped in wood boards or stone and must be located towards the rear of the main residence, or to the rear or side of any other approved structure. Any rain water collection system must receive prior written approval from the

Developer or the ACC after the Control Transfer Date.

3.41 Swimming Pools. All swimming pools must be in-ground and shall be fenced with fencing approved by the Developer or the ACC after the Control Transfer Date. No above ground pools are allowed.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

4.01 Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval.
- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

4.02 Architectural Control Committee.

- (a) All Architectural Control Committee (herein referred to as the "ACC") authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property, Blanco County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the

ACC must be an Owner of a Tract in the Subdivision.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with the Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

4.06 Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision roads by construction equipment and construction traffic, and for damage to the Common Areas. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the roads of the Subdivision and any damage to the Common Areas.

ARTICLE V

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

5.01 Non-Profit Corporation. Majestic Hills Property Owners' Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

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

5.03 Membership. Every person or entity who is a record Owner of any Tract 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 only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI **ASSESSMENTS**

6.01 Assessments. Each Tract Owner 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 agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to all other Lots in the Subdivision shall be six hundred dollars (\$600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of

Directors of the Association, subject to the provisions hereof.

- (c) The Board of 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 the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04 Interest of Assessment. Any Assessment which is 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.

6.05 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed 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, 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 of record in the Official Public Records of Real Property of Blanco County, Texas. In the event 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 the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the 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 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 collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association and amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby

retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.05 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of 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 been 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 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 and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been 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 Association to cover the preparation and recordation of such release of lien instrument.

6.07 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said 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 Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said 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 VI.

6.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

6.09 Handling of Assessments. The collection and management of the Assessment 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 a separate account for these funds.

6.10 Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 7.02 and 7.03 shall not be released until 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 Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create

temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision, including Tracts previously sold by the developer.

7.03 Developer's Rights to Convey Common Areas 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 Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into the Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Blanco County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

7.05 Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC all authority and powers reserved to the Association, the Board of Directors or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association, made up of Owners, shall be designated by the Developer.

ARTICLE XIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

8.01 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 designated 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 Subdivision. The Board of Directors shall minimally be composed of three individuals with the titles of President, Vice-President, and Secretary/Treasurer.

8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the 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 the 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 restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the developer or any affiliate of the developer including, but not limited to, any purchase price, rent charge or fee.

8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

8.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

8.10 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do

so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

8.11 Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2019 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

8.12 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

ARTICLE IX **GENERAL PROVISIONS**

9.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are

cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions 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 is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

9.04 Severability. Each of these provisions of these Restrictions 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.

9.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06 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 guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.07 Effect of Violation 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 mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.08 Terminology. All personal pronouns used in these Restrictions, 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 limits nor amplifies 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 which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 25TH day of MAY, 2019.

[signature follows on next page]

LSLP Majestic Hills Ranch, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

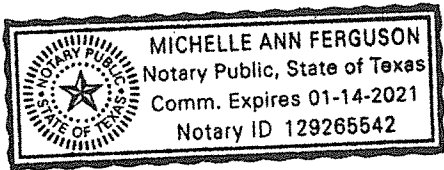
By: *Davy Roberts*
Printed Name: Davy Roberts
Title: Authorized Agent

STATE OF TEXAS §
COUNTY OF BLANCO §
§

Before me, the undersigned Notary Public, on this day personally appeared DAVY ROBERTS who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent as set forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 25th day of MAY, 2019.

Michelle Ferguson
NOTARY PUBLIC, State of Texas



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 hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

MAY 28 2019



Anna Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

191777

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR MAJESTIC HILLS SUBDIVISION

STATE OF TEXAS §
COUNTY OF BLANCO § KNOWN ALL MEN BY THESE PRESENTS

This declaration made on the date hereinafter set forth by LSLP Majestic Hills Ranch, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Blanco County, Texas, containing 597.86 acres more or less and being more fully described on the map and plat recorded in Volume 3, Pages 240-247, of the Map and Plat Records of Blanco County, Texas hereinafter referred to as "Subdivision;"

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

ARTICLE I
DEFINITIONS

1.01 Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not developer board.

1.02 Annual Assessment. "Annual Assessment" means the amount set forth in Section 6.02 hereof.

1.03 Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

Filed this 28 day of May, 2019
3:02 M

Laura Walla
County Clerk, Blanco County, Texas
By Laura Reed Deputy

1.04 Association. “Association” means and refers to the Developer until the Control Transfer Date and thereafter Majestic Hills Property Owners’ Association, Inc. and its successors and assigns.

1.05 Board of Directors. “Board of Directors” means and refers to the Board of Directors of the Association.

1.06 Bylaws. “Bylaws” mean the Bylaws of the Association as from time to time amended.

1.07 Certificate of Formation. “Certificate of Formation” shall mean the Certificate of Formation of Majestic Hills Property Owners’ Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. “Common Area” means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads, the entrance, and the home and apartment located on the portion of land marked “Common Area” on the Plat. The house and apartment are a Common Area owned by the Association and shall be rented only to members of the Association, subject to rules and regulations promulgated by the Association, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09 Common Area Expense. “Common Area Expense” means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officer’s liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas (c) Common Area maintenance and replacement of landscaping, (d) the maintenance, expenses for upkeep and insurance on all improvements located on the portion of land marked “Common Area” on the Plat, (e) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date. The “Control Transfer Date” shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02(a) or 7.01 hereof. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11 Construction Deposit. The Construction Deposit has the meaning described in Section 4.06 hereof.

1.12 Developer. “Developer” means and refers to LSLP Majestic Hills Ranch, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.13 Improvement. “Improvement” means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters . The term “Improvement” excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.14 Member. “Member” means and refers to every current Owner of a Lot.

1.15 Notice. Whenever any “notice” is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Tract Owner to keep the Association apprised of its current address.

1.16 Owner. “Owner” or “Tract Owner” means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term Owner or Tract Owner shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.17 Plans or Specifications. “Plans” or “Specifications” means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.18 Plat. “Plat” means and refers to the plat of Majestic Hills Subdivision filed on May 28, 2019, in Volume 3, Pages 240-247, of the Map and Plat Records of Blanco County, Texas.

1.19 Road. Road or roads means property, or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.20 Special Assessment. “Special Assessment” shall have the meaning given to that term in Section 6.03 hereof.

1.21 Tract or Lot. “Tract” or “Lot” means the 103 individual tracts of land or lots identified on the Plat or any amendments thereto, and any lots annexed into the Subdivision.

1.22 Vote of Members. “Vote of Members” means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. As of the date of these Restrictions Lots 5, 6 and the portion of land marked “Common Area” on the Plat have existing improvements. Any building restrictions contained herein shall not apply to these existing improvements, and any variance that exists shall have been deemed accepted by the Developer and the ACC. The improvements located on Lots 5 and 6 are still subject to all the Restrictions contained herein, including but not limited to obtaining Developer or, after the Control Transfer Date, the ACC approval for all modifications and improvements.

2.02 Utility Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility easement measuring twenty five feet (25’) in width is reserved along the front of each Tract. A utility easement measuring twenty feet (20’) in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A utility easement twenty five feet (25’) in width is reserved along the perimeter boundary lines of the Subdivision. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located

within the easements.

2.03 Underground Utilities Required. All utilities installed by a Tract Owner shall be located underground.

2.04 Construction of Improvements on Utility Easements. No buildings or walls 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, landscaping, 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, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.05 Road Easement. A road easement as shown on the Plat measuring sixty feet (60') in width is reserved in favor of the Association and the Tract Owners (including their guests, invitees and tenants) for the purpose of granting the Tract Owners ingress and egress to and from their Tracts and to the Common Areas. No Tract Owner shall be prevented from using the road easement as a result of any failure of a Tract Owner to comply with these Restrictions or pay Assessments. Except as specifically set forth herein, no Improvement shall be constructed on or over the road easement except as authorized by the Association. Tract Owners shall not take any action which would prevent other Tract Owners from using the road easement. The Association reserves the right to make reasonable rules and regulations regarding the use of the road easement. The road easement may also be used for the construction, installation and maintenance of landscaping and utilities provided that such utilities are installed underground.

ARTICLE III **USE RESTRICTIONS FOR TRACTS**

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single family residential purposes only. Except as expressly permitted herein, only one single family residence for each Tract is permitted.

3.02 Minimum Square Footage. Every Lot in the Subdivision shall have a required minimum square footage for a single family residential unit of at least one thousand eight hundred (1,800) square feet of living area, excluding porches, garages and storage areas.

3.03 Garages. All single family dwelling units, except approved guest quarters, shall have at least a two-car attached, or detached garage. All garages must be constructed out of the same materials as used for the main residence. All garages shall be located on the Tract as indicated by the Architectural Control Committee approved site plan.

3.04 Guest Quarters. One guest quarter may be built upon each Tract provided the guest quarter contains no less than five hundred (500) square feet, is no more than half the size of the main residence and is located to the rear of the main residence. A guest quarter must be built along

with or after the construction of the main residence and may not be built or occupied prior to the main residence unit being occupied. Guest or servant quarters must be constructed with material harmonious with the main residence. Guest quarters shall not be individually rented. Any rentals of a Guest Quarters must also include the rental of the main residence and is subject to the restrictions set forth in Section 3.39 below.

3.05 Down Lighting. Any exterior illumination must be fully shielded, pointed downward, and placed in a manner so as to not be directly visible from, or to create a direct glare into, any adjoining properties or public roadways. In order to limit glare and light trespass into neighboring lands and to limit negative impacts to wildlife, exterior illumination shall be restricted to bulbs with a Correlated Color Temperature of 2,700K or less. As used herein, “fully shielded” means no direct uplight (i.e., no light emitted above the horizontal plane of the lighting fixture). All exterior lighting must have prior approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to installation. The Architectural Control Committee or Developer (prior to the Control Transfer Date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.06 Barns, Workshops & Storage Buildings. For each Lot one permanent metal, rock, and/or hardiplank barn, workshop or storage building shall be allowed so long as such building has rock wainscoat on all sides and also has approved landscaping on all sides that face any road in the Subdivision. The wainscoat shall begin at the bottom of the building and extending three feet (3') upward. The square footage of any such building shall not exceed thirty six hundred (3,600) square feet of enclosed space on the first floor. Color of all buildings are to be harmonious with the main residence. Detailed plans and specifications for barns, workshops and storage buildings must be submitted to the Developer or ACC for approval prior to construction. Any barn, workshop or storage building must be constructed so that its location is farther away from the front entrance of a Lot than the location of the main residence. Only a barn may be constructed on the Tract prior to the main residence being constructed or occupied. No portable storage buildings shall be allowed.

3.07 Barns as Temporary Living Space. Guest 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. Any rentals of a guest quarters located in the barn must also include the rental of the main residence and is subject to the restrictions set forth in Section 3.39 below. Guest quarters shall not be individually rented out for income and cannot encompass more than fifty percent (50%) of the interior footprint of the barn. Such guest quarters may be used as the Tract Owner's temporary residence during the construction of the main residence or as a “weekend getaway” for such Tract Owner prior to the construction of the residence. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC.

3.08 No Prefabricated or Mobile Homes. No prefabricated structures or mobile homes are permitted to be located on any Tract except as permitted by Section 3.09 hereof.

3.09 Temporary Structures & Use of RVs. No structure of a temporary character,

whether trailer, motor home, recreational vehicle, tent, 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.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY (50) OR MORE RESIDENCES HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.12 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the developer is selling Tracts or building homes in the subdivision.

3.10 Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures or reasonably screened from view from any road in the Subdivision. There will be no storage of trailers, RVs, trucks or any item listed in this paragraph 3.10 until the main residence or a barn has been constructed on the property.

3.11 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to Control Transfer Date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.12 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.13 Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of thirty-five feet (35') in height (measured from the ground to the topmost part of the roof) or 2 - 1/2 stories in height.

3.14 Construction Materials. All Improvements must be built with new construction

materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank or stucco, and are subject to the masonry restrictions set forth in Section 3.17. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above.

3.15 Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarters and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior to the Control Transfer Date) approval. The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.16 Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.17 Masonry. Any residence, guest quarter or shall be constructed from at least fifty-one percent (51%) masonry materials. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas area as masonry, and specifically excludes hardiboard or any synthetic material. Tract Owners are encouraged to use hardiboard materials where non-masonry materials are permitted.

3.18 Construction Equipment Damage. Tract Owners shall be responsible for any damage caused to the roads by construction equipment or trucks making deliveries to their Tracts.

3.19 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.20 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Blanco County Commissioners Court, if required, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No

Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Blanco County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

3.21 Setback Lines. For all Lots in the Subdivision, except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) fifty feet (50') from the front property line; b) fifty feet (50') from the rear property line and c) fifteen feet (15') from the side property lines of the Tract unless otherwise noted on the recorded plat. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). If Owner fences more than one acre surrounding its main residence site, then in order to maintain a uniform appearance of fences along the roads, all fencing must be located at the property lines. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) opinion such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns, which said variance will not be unreasonably withheld.

3.22 Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.23 Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.24 Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date), constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Wood fences must be constructed in a low profile, open view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of three (3) horizontal pipes along the front of the lot and otherwise conform with the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) specifications. The community's perimeter fencing is not to be altered or removed on any lot. **If a Tract Owner decides to fence their property they could be in jeopardy of losing their Ag exemption.**

3.25 Mailboxes. All mailboxes will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such

other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.26 Driveways. The first fifty linear feet (50') of any driveway which is connected to any road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of any road ends. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main residence or any allowed structure and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction.

3.27 Antennas, Towers and Satellite Dishes. Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the residence or accessory building upon which they are attached. Should a Tract Owner encounter a situation that a ten foot (10') tower will not allow connection to an internet service provider, then the Tract Owner may apply to the Developer or the ACC for a variance of this restriction, which said variance will not be unreasonably withheld. Any antenna, tower or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty-five feet (25') of any property line. The Architectural Control Committee or Developer (prior to the Control Transfer Date) must approve all exterior antennas, towers, satellite dishes or other sound or data receivers or transmitters.

3.28 Prohibited Activities and Nuisance. No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). 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. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.29 Garbage and Trash Disposal. No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or

screened from view from any road in the Subdivision. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.

3.30 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.31 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 or Developer (prior to the Control Transfer Date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Property Code §202.009, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Tract Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the Control Transfer Date), the Architectural Control Committee or Developer (prior to the Control Transfer Date) 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 name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" or "for rent" signs. No signs shall be nailed to a tree. Signs erected on any vacant Tract advertising "for sale" shall not be permitted during the Developer's control of the Subdivision.

3.32 Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts 10 acres or larger, so long as such animals do not exceed one (1) animal for every five (5) fenced acres and do not become a nuisance or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract. If a domestic livestock animal is part of a 4H or FFA project, then a Tract Owner may get a variance to this Section 3.32 from the Architectural Control Committee or Developer (prior to the Control Transfer Date), which said variance will not be unreasonably withheld.

Chickens shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view from any road in the Subdivision and from any other Tract in Subdivision.

Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations.

All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. No feedlots for any type of animal shall be permitted.

3.33 Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such Tract Owner.

3.34 Drainage. Natural established drainage patterns for drainage will not be impaired by any Tract Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) and shall comply with any applicable governmental rules and regulations. Majestic Hills Subdivision will use sheet flow and/or bar ditches for drainage. Tract Owner is responsible for building its residence at the proper elevation and is responsible for proper drainage on the Property. Tract Owner is required to build on the Property in such a manner that water flows away from any improvements. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction and must comply with all governmental rules and regulations.

3.35 Re-plating and Subdividing. No Tract may be subdivided into smaller tracts.

3.36 Maintenance and Landscaping of Lots. It shall be the responsibility of each Tract Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. Each Tract Owner shall be required to landscape the area around their main residence, barn, workshop and/or storage building on any side that faces any road in the Subdivision. Occupancy or use of any such structure prior to completion of landscaping shall require the written approval of the Developer or ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.37 Firearms. The discharge of firearms in the Subdivision is strictly prohibited.

3.38 Hunting. No hunting of any kind is allowed in the Subdivision.

3.39 Leasing/Short Term Rentals. There shall be no leasing or rental of the main residence permitted, unless such rental is under a written lease that has a duration of at least six (6) months and covers the rental of the entirety of any Tract be leased.

3.40 Water Wells and Irrigation Systems. Water wells and irrigation wells will be allowed; however, no water wells or irrigation wells of any type shall be allowed to draw upon water from creeks, streams, rivers, lakes or ponds. All wells shall be subject to any local or state governmental regulations and approval. Rain water collection is not required, but is encouraged on each Tract. If a rain water collection system is installed, any tank must be wrapped in wood boards or stone and must be located towards the rear of the main residence, or to the rear or side of any other approved structure. Any rain water collection system must receive prior written approval from the

Developer or the ACC after the Control Transfer Date.

3.41 Swimming Pools. All swimming pools must be in-ground and shall be fenced with fencing approved by the Developer or the ACC after the Control Transfer Date. No above ground pools are allowed.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

4.01 Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval.
- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

4.02 Architectural Control Committee.

- (a) All Architectural Control Committee (herein referred to as the "ACC") authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property, Blanco County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the

ACC must be an Owner of a Tract in the Subdivision.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with the Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

4.06 Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision roads by construction equipment and construction traffic, and for damage to the Common Areas. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the roads of the Subdivision and any damage to the Common Areas.

ARTICLE V

MAJESTIC HILLS PROPERTY OWNERS' ASSOCIATION, INC.

5.01 Non-Profit Corporation. Majestic Hills Property Owners' Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

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

5.03 Membership. Every person or entity who is a record Owner of any Tract 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 only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI **ASSESSMENTS**

6.01 Assessments. Each Tract Owner 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 agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to all other Lots in the Subdivision shall be six hundred dollars (\$600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of

Directors of the Association, subject to the provisions hereof.

- (c) The Board of 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 the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04 Interest of Assessment. Any Assessment which is 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.

6.05 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed 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, 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 of record in the Official Public Records of Real Property of Blanco County, Texas. In the event 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 the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the 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 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 collecting the Assessments and foreclosing on the Tract, 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 of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby

retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.05 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of 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 been 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 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 and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been 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 Association to cover the preparation and recordation of such release of lien instrument.

6.07 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said 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 Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said 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 VI.

6.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

6.09 Handling of Assessments. The collection and management of the Assessment 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 a separate account for these funds.

6.10 Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 7.02 and 7.03 shall not be released until 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 Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create

temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision, including Tracts previously sold by the developer.

7.03 Developer's Rights to Convey Common Areas 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 Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into the Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Blanco County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to affect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

7.05 Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC all authority and powers reserved to the Association, the Board of Directors or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association, made up of Owners, shall be designated by the Developer.

ARTICLE XIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

8.01 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 designated 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 Subdivision. The Board of Directors shall minimally be composed of three individuals with the titles of President, Vice-President, and Secretary/Treasurer.

8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the 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 the 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 restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the developer or any affiliate of the developer including, but not limited to, any purchase price, rent charge or fee.

8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and director's liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

8.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

8.10 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do

so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

8.11 Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2019 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

8.12 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

ARTICLE IX **GENERAL PROVISIONS**

9.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are

cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions 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 is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

9.04 Severability. Each of these provisions of these Restrictions 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.

9.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06 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 guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.07 Effect of Violation 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 mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.08 Terminology. All personal pronouns used in these Restrictions, 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 limits nor amplifies 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 which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 25TH day of MAY, 2019.

[signature follows on next page]

LSLP Majestic Hills Ranch, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

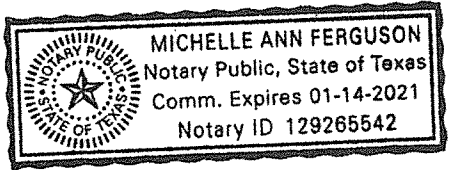
By: *Davy Roberts*
Printed Name: Davy Roberts
Title: Authorized Agent

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

Before me, the undersigned Notary Public, on this day personally appeared DAVY ROBERTS who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent as set forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 25th day of MAY, 2019.

Michelle Ferguson
NOTARY PUBLIC, State of Texas



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 hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

MAY 28 2019



Heura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Important Information
Majestic Hills POA

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Insurance Dec Page
Majestic Hills POA

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
HomeWiseDocs



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ron Urias(3535379) 4425 S Mopac Expy Bldg 2 Ste 101 Austin TX 78735-6710	CONTACT NAME: Ron Urias Ins. Agency		
	PHONE (A/C, NO, EXT): 512-448-0844	FAX (A/C, NO): 512-448-0853	
E-MAIL ADDRESS: rurias@farmersagent.com			
INSURED MAJESTIC HILLS HOA 704 MAIN ST BLANCO TX 78606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		21709
	INSURER B: Farmers Insurance Exchange		21652
	INSURER C: Mid Century Insurance Company		21687
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	606808495	09/18/2020	09/18/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 75,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Location(s): 704 Main St, Blanco, TX 78606
 Endorsement - (IF APPLICABLE, WILL BE DELIVERED WITH POLICY).

CERTIFICATE HOLDER PREFERRED ASSOCIATION MANAGEMENT CO 1101 ARROW POINT DR CEDAR PARK TX 78613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ron Urias</i>
--	--

> **Business Name:** MAJESTIC HILLS HOA **Subject:** Habitational BOP



Quote Number: HF4D8D

Convert

Effective Date: 9/18/20

Change Effective Date

Submit C...

Please verify your Effective Date before proceeding. Changing the effective date could result in a change of premium and/or available coverages.

*** Sign me up for eSignature**

Selecting eSignature on a Business Insurance policy will provide the customer with the ability to electronically sign the eligible forms. If you selected eSignature, a valid email address is required for the named insured; *Insured email address containing @farmersagent.com, @farmersagency.com or @farmersinsurance.com is not identified as a valid email.* A valid cell phone is required for the authorized individual. After the policy is submitted, the insured will receive an email at the email address entered. The email will include a link for the insured to click on. When the insured clicks on the link they will need to confirm authentication code using their cell phone that was entered. An authentication code will be sent to the authorized individual cell phone via text message. The authorized individual can then click on the designated signature to electronically sign the eligible forms.

Quote Number: HF4D8D **Total Premium Including Fees:** \$1,934

Policy Number: 606808495

*** Property/Liability Additional Interests:** Yes

Auto Additional Interest: No

Does Mortgagee Pay Premium? No

*** Account Type** Create New Account Number

✓ **Payment Plan Details** **Payment Plan**

Select Payment Plan from the following options:

	Paymer Plan	Term Premium	Down Paymen	Installment Amount *	Number of Installments	Installm Fee
<input type="radio"/>	Annual	\$1,934.00	\$1,934.00	\$ -	-	\$ -

Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

Document not for resale

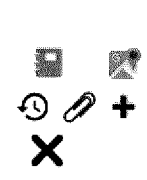
PREMIUM DUE

Status: Resolved-PolicyCompleted

> **Business Name:** MAJESTIC HILLS HOA **Subject:** Habitational BOP

Quote Number: HF4D8D **Policy Number:** 606808495

✓ **Quote Summary** HF4D8D Sep 18, 2020 to Sep 18, 2021



Quote Number: HF4D8D **Effective Date:** Sep 18, 2020

Quote Prepared For: MAJESTIC HILLS HOA **Expiration Date:** Sep 18, 2021

704 Main St
Blanco , TX
78606 **Package Type:** Primary

Quote Prepared By: Ron Urias
(3535379) **Total Premium (Not Including Fees):** \$ 1,884.00
512-448-0844

4425 S Mopac
Expy Bldg 2
Ste 101 **Assigned IRPM:** 0
Austin , TX
78735-6710

Remember, quoting Workers' Compensation along with your BOP policy may qualify your account for an additional account completion discount

SIC Code: 8699 **SIC Description:** Planned Unit Developments (PUDs)

> **Premium Details** \$1,934

Success

Your Policy has been submitted successfully!

Company: Truck Insurance Exchange

Policy Number: 606808495

Business Name: MAJESTIC HILLS HOA

Effective Date: 09/18/2020

Renewal Date: 09/18/2021

Total Premium: \$ 1,884.00

Order ID: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5

Order Date: 01-11-2021

Document not for resale

BUSINESS INSURANCE PAYMENT COUPON



Insured Name: MAJESTIC HILLS HOA
Mailing Address: 704 Main St
Blanco, TX 78606-4928

Producer Name: Ron Urias
Producer Number: 3535379

Payment
COUPON

Note that the check amount will be applied to the Account Number listed on the remittance coupon.

If there are any questions regarding this transaction please contact Customer Service at 1-855-323-5350.

To ensure proper posting of payments, do not include multiple coupons in a single envelope.

Account Number	Amount Due
F009108785-001-00001	\$1,934 ⁰⁰

Please use a standard number 9 window envelope so that our address appears in the window.

Record the check amount and check number on the remittance coupon.

Place the check behind the remittance coupon.

25-4705 9-13

Cut here and mail bottom portion with check

Insured Name: MAJESTIC HILLS HOA
Producer Name: Ron Urias
Producer Number: 3535379

Account Number	Check Amount	Check Number
F009108785-001-00001		

Remit Check Payable To:

Farmers Insurance Exchange
PO BOX 2390
Carol Stream, IL 60132-2390

Order: 01F8K3ZY8
Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
Document not for resale
HomeWiseDocs

25-4705 7-14

Additional Fee Information

The following additional fees apply on an account, not a per-policy, basis.

*A **service fee** will be assessed on every installment invoice and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. In addition, accounts fully enrolled in online billing and scheduled for recurring Electronic Funds Transfer (EFT) payments the fee will be waived in all states except Connecticut and Georgia.

State	Installment Fee
All states except Alaska, Florida, Maryland, New Jersey and West Virginia	\$6.00
Alaska and Maryland	Not applicable
Florida	\$3.00
New Jersey	\$7.00
West Virginia	\$5.00

*A **returned payment** fee applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. *NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.*

State	NSF Fee
All states except Alaska, Florida, Indiana, Maine, Nebraska, New Jersey, North Dakota, Oklahoma, Virginia and West Virginia	\$30.00
North Dakota and Oklahoma	\$25.00
Nebraska and Indiana	\$20.00
Florida and West Virginia	\$15.00
Maine	\$10.00
Alaska, New Jersey and Virginia	Not applicable

*A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
All states except Alaska, Florida, Maryland, Missouri, Nebraska, New Jersey, Rhode Island, South Carolina, Virginia, and West Virginia	\$20.00
Nebraska, Rhode Island and South Carolina	\$10.00
Alaska, Florida, Maryland, Missouri, New Jersey, Virginia and West Virginia	Not applicable
Farmers Real Time Billing SM (all states)	Not applicable

The following applies on a per-policy basis.

*A **reinstatement fee** of \$25.00 will be assessed if the policy is reinstated over 30 days but under 6 months from the cancellation date. *This fee does not apply to Florida, Indiana & Maryland or to Workers Compensation policies.*

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Memorandum of Commercial Insurance

Insured: MAJESTIC HILLS HOA

Effective Date: 09/18/2020

Company: Truck Insurance Exchange

Policy Number: 606808495

Agent Number: 35-35-379

Rates quoted reflect the rates in effect as of the date of this application and are subject to revision. The company reserves the right to accept, reject or modify this application after investigation, review of the application and review of all other underwriting information. The undersigned represents and warrants that he/she has applied for the insurance coverage(s) as set forth above, pursuant to an application entered into the insurer's computer records, and hereby confirms that he/she supplied information so entered and warrants and represents that all such information is true and correct.

We may use your credit history to run an "insurance score" for the purpose of underwriting or rating your policy. An insurance score is a number or rating derived from an algorithm, computer application, model or other process that is based wholly or in part on credit information. We use an insurance score to predict an individual applicant's or customer's future insurance loss exposure.

Applicable only to states with the privacy act: I have received a copy of the investigation practices and protection of your privacy form, which advises me of my rights concerning the investigative practices of the member companies and exchanges of the Farmers Insurance Group of Companies®.

The property limits are only estimated values based upon the information provided to us by you and third parties. You are responsible for determining the appropriate Building and/or Business Personal Property coverage limits. Please also note that this estimate does not replace or supersede any term or condition of your policy and does not replace any required current professional appraisals or use of other estimating methods.

FRAUD WARNING STATEMENTS

All States (other than AL, AR, AZ, CO, DC, FL, KS, LA, ME, MD, NM, NY, OK, PA, RI, TN, VA, VT, WA and WV) - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

AL, AR, AZ, DC, LA, MD, NM, RI and WV - Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefits or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines or confinement in prison.

Colorado - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

Florida and Oklahoma - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (In FL, a person is guilty of a felony of the third degree).

Kansas - Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy, which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Pennsylvania - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

On behalf of the named insured herein I have read the above Memorandum of Insurance. I agree that the Memorandum of Insurance accurately summarizes the insurance for which the named insured has applied and on behalf of the named insured I agree to the terms and conditions of the insurance as described in the Memorandum of Insurance.

NEW YORK FRAUD WARNING STATEMENT - Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each violation.

Subscribed to this ____ day of _____, 2____, X _____
Signature (If applicant is a minor, parent or guardian must also sign)



This policy is issued by: Truck Insurance Exchange (An inter-insurance exchange sometimes referred to in the policy as the "Company":)

Insured MAJESTIC HILLS HOA
704 Main St,
Blanco, TX 78606

606808495
Policy Number

Truck Insurance Exchange ("Exchange") is an inter-insurance exchange or reciprocal insurer. The Exchange is owned by its members (also called subscribers), and the members appoint a third party, called the attorney-in-fact, to conduct certain administrative services for and on behalf of the Exchange.

Please sign the Subscription Agreement printed below to become a member of the Exchange, which is necessary to maintain coverage. Under the Subscription Agreement, you will be appointing Truck Underwriters Association ("Association") to serve and act as the attorney-in-fact. The Association has acted in this capacity since 1935. The Subscription Agreement provides for payment of compensation to the Association for its becoming and acting as attorney-in-fact. This compensation consists of a membership fee and a percentage of premiums on all policies of insurance or reinsurance issued or effected by the Exchange. These fees are included in your policy payment and are not an additional fee.

If our records do not show that you have provided us with a signed copy of the Subscription Agreement, we reserve the right to terminate your coverage.

Subscription Agreement

For and in consideration of the benefits to be derived therefrom the subscriber covenants and agrees with Truck Insurance Exchange and other subscribers thereto through their and each of their attorney-in-fact, Truck Underwriters Association, to exchange with all other subscribers' policies of insurance or reinsurance containing such terms and conditions therein as may be specified by said attorney-in-fact and approved by the Board of Governors or its Executive Committee for any loss insured against, and subscriber hereby designates, constitutes and appoints Truck Underwriters Association to be attorney-in-fact for subscriber, granting to it power to substitute another in its place, and in subscriber's name, place and stead to do all things which the subscriber or subscribers might or could do severally or jointly with reference to all policies issued, including cancellation thereof, collection and receipt of all monies due the Exchange from whatever source and disbursement of all loss and expense payments, effect reinsurance and all other acts incidental to the management of the Exchange and the business of interinsurance; subscriber further agrees that there shall be paid to said Association, as compensation for its becoming and acting as attorney-in-fact, the membership fees and twenty per centum of the Premium Deposit for the insurance provided and twenty per centum of the premiums required for continuance thereof.

The remaining portion of the Premium Deposit and of additional term payments made by or on behalf of the subscriber shall be applied to the payment of losses and expenses and to the establishment of reserves and general surplus. Such reserves and surplus may be invested and reinvested by a Board of Governors duly elected by and from subscribers in accordance with provisions of policies issued, which Board or its Executive Committee or an agent or agency appointed by written authority of said Executive Committee shall have full powers to negotiate purchases, sales, trades, exchanges, and transfers of investments, properties, titles and securities, together with full powers to execute all necessary instruments. The expenses above referred to shall include all taxes, license fees, attorneys' fees and adjustment expenses and charges, expenses of members' and governors' meetings, agents' commissions, and such other specified fees, dues and expenses as may be authorized by the Board of Governors. All other expenses incurred in connection with the conduct of the Exchange and such of the above expenses as shall from time to time be agreed upon by and between the Association and the Board of Governors or its Executive Committee shall be borne by the Association.

The principal office of the Exchange and its attorney-in-fact shall be maintained in the City of Los Angeles, County of Los Angeles, State of California.

This agreement can be signed upon any number of counterparts with the same effect as if the signatures of all subscribers were upon one and the same instrument, and shall be binding upon the parties thereto, severally and ratably as provided in policies issued. Wherever the word "subscriber" is used the same shall mean members of the Exchange, the subscriber hereto, and all other subscribers to this or any other like agreement. Any policy issued hereon shall be non-assessable.

I have read the Subscription Agreement. I agree to be bound to all of the terms and conditions of the Subscription Agreement.

Subscribed to this _____ day of _____, 2021, at _____ a.m./p.m.

Signature (If applicant is a minor, parent or guardian must also sign)

Rules and Policies

Majestic Hills POA

Order: QJF8K3ZY8
Address: Majestic Hills Ranch Lot 75, Acres 5
Order Date: 01-11-2021
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