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Official Public Records

8/8/2022 12:40 PM



Janet Parker

Janet Parker, County Clerk

Burnet County, TX

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Independence Title/GF# 2231776 -LBH/DLH

DECLARATION OF RESTRICTIVE COVENANTS BURNET HILLTOP ESTATES SUBDIVISION

STATE OF TEXAS

COUNTY OF BURNET

This Declaration of Restrictive Covenants (the "Declaration") is executed effective as of the date indicated below by 2125 FM 963 40, LLC, a Texas limited liability company ("*Declarant*")

RECITALS:

WHEREAS, Declarant, is the owner of all of the Lots created in Burnet Hilltop Estates, a Subdivision in BURNET County Texas, according to the map or plat thereof recorded on July 26, 2022 as Document #20221185 of the Official Public Records of BURNET County, Texas; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the development and sale of the Property for the benefit of the present and future owners of the Lots, and to convey the Lots subject to certain protective covenants, conditions and restrictions hereinafter set forth; and

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in or to the Property or any part thereof, including their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set forth or referred to in said contract or deed.

ARTICLE 1. DEFINITIONS

- 1.01 "Accessory Building" shall mean any type of Structure (as defined herein), that is not classified as a Primary Residence. All Accessory Buildings shall be subject to the specific restrictions defined in Section 4.03 below. (Examples of Accessory Buildings would include, but not be limited to, guest house, pool house, detached garages, sheds, barns)
- 1.02 "Association" means the Property Owners Association as defined in Section 1.18 below.
- 1.03 "Board" means the Board of Directors of the Property Owners Association.
- 1.04 "Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.
- 1.05 "Common Area" means the roads within the Subdivision not designated on the Plats as a Lot or a portion of a Lot and which have not been accepted for maintenance by the applicable governmental body (the "private roads"). Prior to the end of the Development Period, Declarant will convey the Common Area to the Property Owners Association.

- 1.06 "Covenants" means the covenants, conditions, and restrictions contained in this Declaration.
- 1.07 "Declarant" means 2125 FM 963 40, LLC, a Texas limited liability company and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.
- 1.08 "Declarant Control Period" means that period of time during which the Declarant controls the operation and management of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded until sixty (60) days after title to eighty-five percent (85%) of the have been conveyed to Owners other than Declarant or affiliates of Declarant.
- 1.09 "Dedictory Instruments" means this Declaration and the Certificate of Formation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.
- 1.10 "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record, including the Road Easements as defined below.
- 1.11 "Front Lot Line" shall mean the lot line that abuts the subdivision road that is used to determine the postal address for the Lot.
- 1.12 "Lot" means each tract of land designated as a lot on the Plat.
- 1.13 "Minimum Setback" shall mean the area running parallel to a lot line and at a specified distance from said lot line, as defined herein.
- 1.14 "Owner" means every record Owner of a fee interest in a Lot.
- 1.15 "Plat" means the Plat of the Property recorded in Document #20221185 of the real property records of BURNET County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.
- 1.16 "Primary Residence" shall mean a structure built for the primary purpose of being occupied as a residence and shall be subject to the specific restriction defined in Section 4.02 below.
- 1.17 "Property" shall mean all of the land subject to the Plat.
- 1.18 "Property Owners Association" shall mean The Burnet Hilltop Estates Property Owners Association, Inc., a non-profit corporation organized under the Texas Business Organizations Code for the management of the Subdivision, the membership of which consists of all of the Owners in the Subdivision.
- 1.19 "Road Easements" means those easements shown on the Plats or of record for the purpose of ingress and egress to and from the Subdivision and the Lots.
- 1.20 "Rear Lot Line" shall mean the Lot line that is opposite the Front Lot Line.
- 1.21 "Side Lot Line" shall mean the lot line that connects the Front and Rear Lot Line and abuts another Lot.
- 1.22 "Side/Corner Lot Line" shall mean the lot line that connects the Front and Rear Lot Line and abuts another subdivision road.
- 1.23 "Structure" shall mean any building or other enclosed improvement constructed on a Lot. Each Structure shall be further classified as a Primary Residence, or an Accessory Building, (each defined herein).
- 1.24 "Subdivision" means the Property covered by the Plat and any additional property made subject

to this Declaration.

- 1.25 “Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

ARTICLE 2. IMPOSITION OF COVENANTS

- 2.01 Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
- 2.02 The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.
- 2.03 Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

ARTICLE 3. PLAT AND EASEMENTS

- 3.01 The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
- 3.02 Public Utility Easement – All Lot shall be subject to a Public Utility Easement (“P.U.E.”) as shown on the Plat.
- 3.03 An Owner may use the portion of their Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
- 3.04 Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
- 3.05 Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

ARTICLE 4. STRUCTURES AND CONSTRUCTION RESTRICTIONS

- 4.01 Minimum Setbacks. No structure may be placed or erected within the Minimum Setback defined herein. The Minimum Setback shall be further classified as one of the following:
- a) The Minimum Front Setback shall be thirty-five feet (35’) from the Front Lot Line.
 - b) The Minimum Rear Setback shall be ten feet (10’) from the Rear Lot Line.
 - c) The Minimum Side Setback shall be ten feet (10’) from the Side Lot Line.
 - d) The Minimum Side/Corner Setback shall be twenty-five feet (25’) from the Side/Corner Lot Line.
- 4.02 Primary Residence: All Primary Residences are subject to the following requirements or restrictions:
- a) One Primary Residence per Lot is permitted.
 - b) All Primary Residences shall be site built on the Lot. Modular Homes, Manufactured Homes, Prefabricated Homes or relocated homes are expressly prohibited.

- c) The habitable space (heated and cooled) of a Primary Residence shall not be less than 1,800 square feet for a one (1) story residence, or 2,100 square feet for a two (2) story residence.
 - d) All Primary Residences must have at least a two-car garage accessed by a driveway. The garage may be a separate structure. If the garage is a separate structure, it must be located behind the front wall of the Primary Residence.
 - e) The Exterior Finish of a Primary Residence must be:
 - i. A minimum 25% masonry finish on all four sides, which may be any combination of brick, stone, or stucco finishes. The remaining 75% of the exterior finish on each side may be finished in wood, concrete board, or other material approved by ACC. Vinyl siding is specifically prohibited.
 - ii. No Metal finishes are permitted on a Primary Residence, with the exception of Metal roofing
 - iii. Exterior finish colors, including the roof must be natural, earth tone colors, including variations of grey, white, tan, brown and black. No bright colors will be permitted.
 - f) The roof must be finished with a minimum 30-year dimensional shingle or metal roofing.
 - g) Foundations must be engineered and built per engineering specifications.
 - h) Driveways. At a minimum, the first 15 feet of all driveways from the main Subdivision road must be surfaced with concrete, chip seal, or asphalt. The remainder of the driveway may be natural or compatible materials.
 - i) Air conditioning. Window air conditioners may not be used in a residence
- 4.03 Accessory Buildings: All Accessory Buildings are subject to the following specific requirements or restrictions:
- a) No Accessory Building is permitted unless a Primary Residence has already been constructed on the Lot or is under construction at the same time.
 - b) Any Accessory Building must be constructed behind the rear line of the Primary Residence.
 - c) The exterior finish of an Accessory Building must match the color scheme of the Primary Residence and must be made of new materials. No repurposed materials may be used unless specifically approved by the ACC
 - d) No more than one (1) Accessory Building may be a Secondary Residence or contain within it a Secondary Residence.
 - e) Smaller Accessory Buildings (less than 500 sf) may be constructed without permanent foundations.
 - f) Larger Accessory Buildings (greater than 500 sf) must be constructed on a permanent engineered foundation.
 - g) Vinyl siding is specifically prohibited.
- 4.04 Fencing. Fencing must be a minimum of four feet (4') and a maximum of six feet (6') tall. Chain link fence or barbed wire fencing is expressly prohibited.
- 4.05 Temporary Structures. No tent, shack, or other temporary building shall be placed on the property

as a permanent residence, except for temporary structures needed to store tools and equipment during actual construction.

- 4.06 Unfinished Structures. The exterior finish of all Structures must be completed within twelve (12) months of “starting construction,” which shall be defined as the start of construction of the foundation of the Structure.
- 4.07 Individual Sewage Disposal Systems and Water Wells. No individual systems shall be permitted unless the system is designed, located, constructed, and maintained in accordance with all state, federal, and local laws, including any promulgated by BURNET County. Systems must additionally comply with the minimum setback requirements outlined above.

ARTICLE 5. GENERAL RESTRICTIONS

5.01 Limitation on Use.

- a) All Lots may be used only for residential purposes.
- b) Hazardous materials or chemicals will not be regularly used or stored on the Lot.
- c) Any equipment or materials must be screened from view from any neighboring Lot.
- d) No above ground swimming pools are permitted on a lot.

5.02 Recreational Vehicles.

- a) No travel trailers, motor homes or recreational vehicles shall be used as a permanent residence, however, they may be used as a temporary residence for up to 12 months, during the construction of Primary Residence.

5.03 Vehicles and Trailers.

- a) Trucks, trailers, automobiles, etc. shall be parked in the driveway area only or screened from view
- b) No trailers, stock trailers, horse trailers, wagons, all-terrain vehicles, or landscaping equipment shall be parked or stored on any Lot at any time unless screened from view from the street and other Lots, except when in actual use.
- c) No repair or maintenance work shall be done on any Vehicles (other than minor emergency repairs) except in areas screened from view.
- d) No more than 1 boat and 1 recreational vehicle may be parked on a property, unless screened from view. Any boat or recreational vehicle, not parked to be screened from view must be in good working order.
- e) Tractor-trailer type trucks, dump trucks, construction machinery, heavy equipment, graders, tractors, and heavy work trucks such as those with a dump bed or stake bed shall not be permitted to be stored on any Lot. No Owner shall be allowed to drive an 18 wheeler into the Subdivision on a regular basis. 18 wheelers and the aforementioned Vehicles and equipment are only allowed on a Lot during construction or for deliveries.

5.04 Animals

- a) Permitted Animals:
 - i. Common domesticated pets, such as dogs or cats, shall be permitted on a Lot, provided that they are confined to a fenced yard or within a Structure. No commercial breeding or

kennel operations are permitted.

- ii. A maximum number of ten (10) chickens may be kept for personal, but not commercial use. No Roosters are permitted.
- iii. The owner of a lot consisting of more than five (5) acres may keep or raise animals, livestock, or poultry (defined and limited to this type and amount: 5 horses, or 5 cows or a combination of horses and cows for a total of 5; and 10 laying hens; and 10 goats or 10 sheep or a combination of goat and sheep for a total of 10) including a FFA or 4-H project animal during the term of such program by which such FFA or 4-H project. The owner of a lot consisting of three (3) acres or less may keep, maintain, and care for four (4) domestic household pets within the ordinary meaning and interpretation of such word on their lot, one (1) horse per 2 acres lot, and a FFA or 4-H project animal during the term of such program by which such FFA or 4-H project.

5.05 Rubbish, Trash and Debris.

- a) No trash containers, metals, bulk materials, scrap, refuse, trash or debris shall be kept, stored or allowed to accumulate on any portion of a Lot. Notwithstanding the proceeding, during construction periods, owners must provide roll-off dumpsters for the collection of trash and debris. Upon completion of construction activities, roll-off dumpsters shall be promptly removed.

5.06 Maintenance. Each Owner must keep the Lot, all landscaping, the residence, and all structures in a neat, well-maintained, and attractive condition, which shall specifically include keeping yards mowed to a maximum grass height of 12”.

5.07 Flags. The Association may issue rules and policies regulating the size of flags and flagpoles.

5.08 Rainwater Harvesting Systems. The Association may issue rules and policies relating to rain barrels and rainwater harvesting systems.

5.09 Additional Prohibited Activities. Additional prohibited activities are:

- a) any illegal activity;
- b) any nuisance or noxious or offensive activity;
- c) any storage of-
 - i. building materials except during the construction or renovation of a Structure;
 - ii. unsightly objects unless completely shielded by a Structure;
- d) discharging of firearms
- e) hunting of any kind
- f) any exploration for or extraction of minerals;
- g) the display of any sign except-
 - i. one not more than five square feet, identifying the Lot during construction, advertising the Lot for sale or rent or advertising a garage or yard sale, or
 - ii. political signage not prohibited by law; or

- h) the operation of:
 - i. junk yards - two or more vehicles in disrepair placed on any Lot for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.
 - ii. repair yards
 - iii. wrecking yards
 - iv. sludge farms,
 - v. kennel operations of any kind

ARTICLE 6. ARCHITECTURAL REVIEW BY DECLARANT

6.01 Establishment

- a) Purpose. The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b) Members. The ACC shall initially be comprised of a single member, being the Declarant and the Declarant shall maintain exclusive control of the ACC during the Declarant Control Period. After the expiration of the Declarant Control Period, the ACC shall thereafter be a three-member committee, comprised of the Board members and any decision of the ACC shall require agreement by a majority of the ACC members.
- c) Term. ACC members serve until replaced by the Board or they resign.
- d) Standards. Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.

6.02 Plan Review

- a) Required Review by ACC. No Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The submissions shall include a full set of architectural plans, showing four sides of elevation with exterior finish specifications, an interior layout with SF calculations, a site plan with building set back, and if applicable the location of propane tanks and the mailbox. For all other improvements, submissions shall include sufficient details to allow the ACC to determine if the improvements are in compliance with the restrictions. Plans and specifications may be filed with the ACC by delivery to the office of the Declarant at 100 E. Whitestone Blvd. Ste 148, PMB 218, Cedar Park, Texas 78613, by email delivery to info@premierlandinvestments.com, or such other address as may be directed by future ACC members..
- b) Deemed Approval. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, the submitted plans and specifications are deemed approved.
- c) Appeal. An Owner may appeal any action of the ACC. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within ten (10) days after the ACC's action. The Board shall determine the appeal

within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.

- d) **Records.** The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e) **No Liability.** The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.
- f) **During the Declarant Control Period, the Declarant, and following the Declarant Control Period, the Property Owners Association may pursue injunctive relief against any Lot Owner for violation of this Section. The Declarant shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of a breach or threatened breach of this Section, restraining a Lot Owner from engaging in activities prohibited by this section, or such other relief as may be required specifically to enforce any of the covenants in this section.**

ARTICLE 7. PROPERTY OWNERS' ASSOCIATION

- 7.01 **Establishment and Governance.** The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.
- 7.02 **Rules.** The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.
- 7.03 **Membership and Voting Rights.** Membership is appurtenant to and may not be separated from ownership of a Lot. Every Owner is a Member of the Property Owners Association. When a Lot has more than one Owner, each is a Member, but only one vote may be cast for a Lot.
- 7.04 **Duties.** The Association shall have the duty to maintain the Common Areas and Road Easements.
- 7.05 **Document and Record Retention.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements for at least five (5) years before they are destroyed. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of the Texas Business Organizations Code applicable to non-profit corporations. The Association has the authority to levy reasonable fees reflecting the cost to provide copies of such books and records to Owners.

ARTICLE 8. ASSESSMENTS

- 8.01 **Authority.** The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
- 8.02 **Personal Obligation.** An Assessment is a personal obligation of each Owner when the Assessment

accrues.

- 8.03 Creation of Lien. Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
- 8.04 Commencement. A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.
- 8.05 Regular Assessments
- a. Rate. Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$250 per Lot.
 - b. Changes to Regular Assessments. Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
 - c. Collections. Regular Assessments will be collected annually in advance, payable on the first day of January of each year.
- 8.06 Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
- 8.07 Initial Capital Contribution. In addition to regular assessments and special assessments, an initial, one-time capital contribution of \$1,000 shall be levied upon an Owner upon their purchase of a Lot.
- 8.08 Approval of Special Assessments. Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.
- 8.09 Fines. The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.
- 8.10 Late Fees. The Board may levy a reasonable late fee for any assessments, fines, or other costs that are not paid upon their due date as permitted by law.
- 8.11 Collection Costs. The Board may levy reasonable collection costs upon an owner incurred in the collection of any fines, fees, or assessments as permitted by law.
- 8.12 Reserves. The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association. The Association will maintain replacement or repair reserves at a level that anticipates the scheduled replacement or major repair components of the Common Areas.

- 8.13 Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.
- 8.14 Delinquent Assessments. Any Assessment not paid within thirty (30) days after it is due is delinquent.

ARTICLE 9. MISCELLANEOUS

- 9.01 Term. This Declaration shall run until December 31, 2042. After December 31, 2042, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as provided below.
- 9.02 Termination. This Declaration may be terminated only by a written instrument executed by the owners of a minimum of sixty-seven percent (67%) of the total Lots of the Subdivision.
- 9.03 Amendment. This Declaration may be amended by a written instrument executed by the owners of a minimum of sixty-seven percent (67%) of the total Lots of the Subdivision, provided, however, that at any time during the Declarant Control Period, Declarant may amend this Declaration at any time. Any such amendment shall be effective upon recordation in the BURNET County Property Records of an instrument executed and acknowledged by Declarant and/or the requisite number of owners and setting forth the amendment.
- 9.04 Severability. The provisions of this Declaration shall be deemed independent and severable. The invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision or portion hereof.
- 9.05 Enforcement. The Declarant and each Owner shall have the right to enforce any and all provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.
- 9.06 Effect on Declarant. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce the same, and Declarant shall not be subject to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restrictions herein contained.
- 9.07 Attorney's Fees. If any controversy, claim or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
- 9.08 Fines. Each Owner and occupant of a Lot agrees to comply with this Declaration and agrees that failure to comply may subject him to damages, or injunctive relief.
- 9.09 Pursue Mediation. Prior to initiating litigation, any Owner must first send notice of its claim or complaint and list of remedies requested to the Owner who is allegedly in breach of these covenants within ninety (90) days of the alleged action underlying the claim or complaint. All parties must then submit to mediation in good faith, bearing fifty percent (50%) of the mediation expenses. Failure to serve timely written notice or to mediate in good faith shall serve as a waiver of any rights to pursue litigation. This Section 7.09 shall not apply to enforcement by the Declarant.

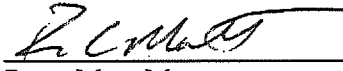
Signature Page to Follow

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of August 8 2022.

DECLARANT:

2127 FM 243 32, LLC a Texas limited liability company

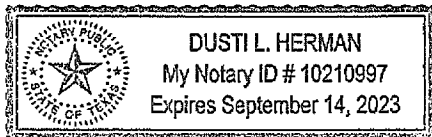
BY: S3JB, LLC, a Texas limited liability company, its Manager

By: 
Barry Mott, Manager

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on of August 8 2022 by
Barry Mott, the Manager of S3JB, LLC, the Manager of 2127 FM 243 32 LLC.



Notary Public, State of Texas



CONSENT OF FIRST MORTGAGE HOLDER:

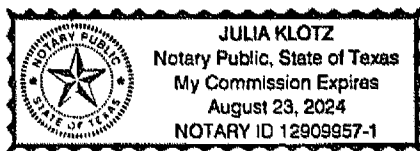
Round Top State Bank ("Lender"), which holds a deed of trust lien on the Property (defined above), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consents to this Declaration of Covenants, Conditions, Restrictions, and Easements, to be effective as of the date first set forth above and agrees that no foreclosure of its liens will terminate this Declaration; provided however, this Consent: (i) shall not be construed to operate as a release of the lien and security interests of the Deed of Trust, (ii) shall not release, subordinate or impair or otherwise affect any and all rights the Lender has under the Deed of Trust to succeed to the rights, powers and authority of Declarant under the Declaration in the event of a foreclosure of the lien and security interests of the Deed of Trust; and (iii) shall not modify or amend the terms and provisions of the Deed of Trust.

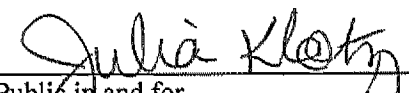
LENDER:

By: 
 Name: Robert Randig
 Title: Sr. Vice President

THE STATE OF
 COUNTY OF

This instrument was acknowledged before me on July 29, 2022 by
Robert Randig, the Sr. Vice President of Round Top State Bank.




 Notary Public in and for
 The State of Texas