

16-05516

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions is made on the 4th day of June, 2013 by Lighthouse RMP, Inc., a Texas Corporation (referred to herein as "Developer") and whose mailing address is P.O. Box 8807, Midland, TX 79708.

And by vote of the Board, supersedes any previous Declaration Of Covenants, Conditions and Restrictions.

Developer as the owner of all that certain real property described as Lots One (1) through One Hundred Thirty (130) and all other property contained in the Plat recorded in Volume 15, Pages 8 and 9, Llano County Plat Records, Llano County, Texas, (hereinafter "the Subdivision"), according to the map or plat thereof, being filed and recorded in the Deed-Plat Records of Llano County, Texas, in order to ensure the development of the Subdivision as a development of desirable character, and to assure uniformity and harmony in such development, and to carry out a general plan of development for the use, convenience and benefit for each and every owner claiming any interest therein, implements the following restrictions, conditions and use limitations and does hereby adopt and establish the following covenants, conditions and restrictions.

1. DEFINITIONS

"Association" means an incorporated non-profit association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

"Board" means the Board of Directors of the Association.

"Common Area" means the entire Property except the Lcr4s and the Golf Course Area, subject to all easements and rights described in this Declaration.

"Developer" means Lighthouse RMP, Inc. and its successors and assigns.

"Golf Course Area" means all property whether shown on the plat or part of another Plat, commonly known as Packsaddle Golf Course, ownership of which will be retained by Declarant. All property not designated as "Common Area" or as "Lot" will be golf course property. The Declarant has the right to sell, lease, convey, rent, mortgage, pledge, assign, transfer, restrict, dedicate, encumber, demolish, restore, rebuild, reconstruct, rehabilitate, terminate, or otherwise deal with all or any portion of the Golf Course or Common Area without restriction or restraint of any kind or character. The Declarant shall be under no obligation to operate or maintain all or any portion of the Golf Course.

"Lot" means any of the plots of land shown on the plat and Subdivision Plat recorded in Volume 15 at Pages 8 and 9 of the Plat Records of Llano County, Texas the "Plat"), on which there is or will be built a single family dwelling. The term "Lot" does not include the Common Area or the Golf Course Area.

"Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

"Qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, or city planner or member of the Board.

2. SCOPE OF RESTRICTIONS

The covenants, conditions and restrictions hereinafter set forth shall constitute covenants running with the land and shall be binding upon all present and future owners of lands within the Subdivision, and any person acquiring title to any lot subject hereto, shall thereby agree and covenant to abide by and perform to the covenants, conditions and restrictions set forth herein, but in the absence of any express agreement, the same shall be implied by the acceptance of any conveyance of lands located within the Subdivision. These covenants, conditions and restrictions shall be applicable to all of the Subdivision, except as otherwise expressly provided herein.

3. USE OF PREMISES

All of the Lots within the Subdivision shall be used only for single-family residential dwellings, except for lots that have been re-platted for duplexes, quadplexes or patio homes. Single family use consists of use as a dwelling by one person or two or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences in the Subdivision shall have the right, during the construction and sales period to use facilities as may be reasonably necessary or convenient for Developer's business purpose of constructing and selling residences in the Subdivision. Furthermore, Developer or its assigns, will have the right to construct and operate a non-residential sales office for the purpose of selling and marketing the property.

No lot shall be used for the construction of a residential unit for the sole purpose of creating a rental unit, except for lots that have been re-platted for duplexes, quadplexes, or patio homes, and homes that were grandfathered in prior to the purchase of the subdivision on September 16, 2011, by Developer.

Garages and other customary and usual accessory structures may be attached or detached from residential dwellings; provided however, all garages shall be of sufficient size to accommodate the parking and storing of not less than two automobiles. No boats, trucks, trailers, campers, automobiles or any other type of vehicle shall be stored on any lots or drives, except in closed garages or storage facilities protected from the view of the public or other residents of the Subdivision. There shall be no open carports.

4. STRUCTURES

Any person desiring to commence the construction, reconstruction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, or other structure, shall submit to Developer two (2) complete sets of plans and specifications for said improvements showing the erection or alteration desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained on any lot unless and until the final plans, elevations, and specifications therefor have received written approval as herein provided. Such plans shall include plot plans showing the location on any lot or property of the wall, fence, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof. Developer shall approve or disapprove the plans, specifications and details within thirty (30) days from its receipt thereof. One set of said plans and specifications and details, with the approval or disapproval endorsed thereof, shall be returned to the person submitting the same. Developer shall have the right to disapprove any plans, specifications or details submitted if (i) such plans, specifications and details are not in accordance with all of the provisions of these restrictions and covenants; (ii) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; (iii) the plans and specifications submitted are incomplete; (iv) Developer does not agree with the proposed location of such structure or improvements on the lot or property, regardless of the fact that such proposed location may comply with