



AFTER RECORDING RETURN TO:

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**08.2021 AMENDED AND RESTATED RESTRICTIVE
COVENANTS
OF CHIMNEY COVE ESTATES OF LAKE TRAVIS**

This document amends and restates that certain Restrictive Covenants of Chimney Cove Estates of Lake Travis, recorded at Volume 703, Page 587, Real Property Records of Burnet County, Texas, as amended by that certain First Amendment to Restrictive Covenants of Chimney Cove Estates of Lake Travis, recorded at Volume 704, Page 412, Real Property Records of Burnet County, Texas, as further amended by that certain Second Amendment to Restrictive Covenants of Chimney Cove Estates of Lake Travis, recorded at Volume 1048, Page 0092, Official Public Records of Burnet County, Texas, as further amended by that certain Amended and Restated Restrictive Covenants of Chimney Cove Estates of Lake Travis, Instrument # 201805637, filed May 30, 2018, and as further amended by that certain 2021 Amended and Restated Restrictive Covenants of Chimney Cove Estates of Lake Travis, Instrument # 202113169, filed August 09, 2021.

ARTICLE I GENERAL PLAN

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Subdivision, and the Lots therein contained, the following restrictions, easements, covenants and conditions on the use of said Lots are hereby established and imposed on each Lot or parcel of land in Subdivision, which restrictions, easements, covenants and conditions shall be for the benefit of said property and be binding upon and inure to the benefit of the owners thereof, their successors and assigns and all subsequent purchasers of said property, their heirs, executors, and administrators, successors and assigns.

ARTICLE II ARCHITECTURAL COMMITTEE

2.01 Establishment, Composition and Purpose: There is hereby established an Architectural Committee (Committee), which shall consist of three (3) or more regular members. The members will be named accordingly in the minutes of the annual property owner's association meeting.

Members of the Committee shall serve without salary or pay (except for reimbursement of reasonable expenses), and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. No building, fence, wall or other structure or improvement of any nature shall be placed, constructed, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relation to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such form as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, heights, color scheme and materials of the proposed improvements or alterations. The Committee shall also have the right, where not otherwise set forth herein, to specify:

- (a) Minimum setbacks;
- (b) The Location, heights and extent of fences, walls or other screening devices;
- (c) The orientation of structures and landscaping on Lots with respect to streets, walks and structures on adjacent properties, however, the Committee shall not require setbacks further away than any platted building line; and
- (d) A limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement.

2.02 Voting: Except as otherwise provided herein, vote or written consent of a majority of the regular members of the Committee at a meeting or otherwise shall constitute the act of the Committee. The Committee is not authorized to act until all members of the regular Committee are made aware of all meetings and any actions in front of the committee. In the event of absence or disability of a majority of the regular members, the remaining member or members, even though less than a quorum, may designate an alternate member among themselves to act or substitute for an absent or disabled regular member for the duration of such absence or disability. The alternate member so designated shall be entitled to vote in place of the regular member for whom he so substitutes. Notwithstanding the foregoing provisions, the Committee is not authorized to act unless at least a majority of the regular members are present or if action is taken without a meeting, unless at least a majority of regular members consent in writing thereto.

2.03 Terms of Office: The term of office of such Committee member appointed shall be for a period of five (5) years and thereafter, until the appointment of a successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members whose terms have expired may be reappointed.

2.04 Appointment and Removal: Except as provided below, the right to appoint and remove all regular members and alternate members of the Committee at any time, with or without cause, shall be, and is hereby, vested solely in the Association's Board of Directors.

2.05 Resignation: Any regular member or alternate member of the Committee may resign at any time from the Committee by giving written notice thereof to the Association's Board of Directors.

2.06 Vacancy: Vacancies on the Committee, however caused, shall be filled by the Association's Board of Directors. A vacancy shall be deemed to exist in case of death, resignation or removal of any regular or alternate member.

2.07 Address: The address of the Committee shall be 429 Chimney Cove Drive, Marble Falls, TX 78654 or such other place shall be designated from time to time by the Committee by written instrument recorded in the Real Property Records of Burnet County, Texas; and the last instrument so recorded shall be deemed the Committee's proper address.

2.08 Duties:

(a) General: It shall be the duty of the Committee to receive, consider and act upon all proposals, plans, complaints, requests for determination, Development Plans or other matters submitted pursuant to the terms of this Declaration, and to carry out all other duties imposed on it by this Declaration.

(b) Consultant: The Committee may, but need not, hire specialized consultants and incur expenses up to Two Hundred Dollars (\$200.00) to aid it in reviewing plans and their incidents. The costs of such specialized consultants and expenses shall be considered to be a cost of the Development Plan of the Lot Owner, and payment of such costs shall be considered a filing requirement of the Development Plan, and such Development Plan will not be considered unless and until such costs are paid.

2.09 Meetings: The Committee shall meet annually and as necessary to perform its duties hereunder. Subject to the provisions of Section 2.02, above, the vote of a majority of the members at a meeting shall constitute the act of the Committee. The Committee shall keep and maintain written records of all actions taken by it at such meetings or otherwise. The Board shall make these records available for review, and the Board shall be informed of all actions taken by said Committee within 30 days of said action.

2.10 Action without Formal Meeting: The Committee in accordance with Section 2.02 hereof, may take action without formal meeting by unanimously consenting in writing on any matter which they might consider at a formal meeting. Such unanimous written consent shall constitute the act of the Committee.

2.11 Procedure for Submission and Approval of Development Plan:

(a) Submission and approval of a Development Plan shall be in accordance with the Rules promulgated by the Committee, as authorized by Section 2.14 hereof.

(b) If the Committee fails to approve or disapprove any material or Development Plan submitted to it hereunder within thirty (30) days after the date shown on the submittal receipt, it shall be conclusively presumed that the Committee has approved such materials as submitted. If the Committee requests additional or amended materials or an amended Plan during the initial thirty (30) day period, or approves on condition that certain additional or amended materials be submitted, such period shall automatically be extended to fifteen (15) days following the date upon which such additional or amended materials are required to be delivered to and received by and receipted for by the Committee. Additional fifteen (15) day extensions shall occur if further additional amended materials are required during any subsequent extension period. If the additional or amended materials are not received on or before the required date, then the Development Plan, together with any amended material that has been submitted, shall be deemed disapproved within fifteen (15) days of that date.

(c) The Committee shall approve any Development Plan, and any modification or waiver of any Article of this Declaration or Committee Rule, that is supported and approved in writing by the Owners of both (1) not less than sixty-seven percent (67%) of the Lots, and (2) not less than sixty-seven percent (67%) of the land area of the Subdivision.

2.12 Waiver and Estoppel: The approval of the Committee of any Plan, specifications or drawings or any materials accompanying it shall not be deemed to constitute a waiver of, or create any right of estoppel against, the Committee's right to withhold approval of any similar Plan, drawing, specification or matter subsequently submitted for approval.

2.13 Committee Rules: The Committee shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. Any conflict between such rule and any provision of this Declaration shall be resolved in favor of the provision of this Declaration. A copy of such rules, as in effect from time to time, shall be provided to any Owner requesting the same in writing.

2.14 Decisions Conclusive: All decisions of the Committee shall be final and conclusive, and no Owner or any other person, association or entity shall have any recourse against the Committee, or any member thereof, for its or such member's approval or refusal to approve all or any portion of a Development Plan or of any materials submitted therewith, or for any other decision rendered under the authority of this Declaration.

2.15 Liability: None of the Committee, the Board or any Owner shall ever be liable to any Owner, or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (1) the approval or disapproval of any Development Plan or any materials submitted therewith, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to an approved Development Plan or any materials submitted therewith; (3) the development of the Property; (4) the structural capacity or safety features of the proposed Improvement; (5) whether or not the location of the proposed Improvements on the building site is free from possible hazards from flooding, or from any other possible hazards, whether caused by conditions occurring either upon or off the Property; (6) soil erosion causing sliding conditions; (7) compliance with governmental laws, ordinances and regulations; (8) any decision made or action taken or omitted to be taken under the authority of this Declaration; or (9) the execution and filing of any estoppel certificate, whether or not the facts therein are correct; provided, however that with respect to the liability of a member, such member has acted in good faith on the basis of such information as may be possessed by him.

2.16 Modification and Waivers: The Committee upon such terms and conditions, upon payment of such fees or expenses, and for such procedures as it may prescribe, may but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement of Article V of this Declaration, or of the Committee rules, applicable to any Improvement or use of, in on or abutting any Lot. Such applications shall contain such information as the Committee may prescribe, and shall affirmatively show that the application of such requirements, under the circumstances, creates unnecessary and undue hardship, and that its modification or waiver will not be detrimental to the Owner of any other Lot. The Committee may decide the matter upon the application and any materials or written statements accompanying it, or may allow oral presentations in support of, or in apposition to, the application prior to the decision in writing, which decision need not contain any reasons, findings, or conclusion for the decision and shall forward one copy to the applicant and retain one copy in its records. Without limiting the general applications of such section, the provisions of Sections 2.15 and 2.16 of the Article shall apply to the sections and the decisions of the Committee and its members under this Section.

2.17 Governmental Approval: Nothing in this Declaration shall relieve or be interpreted as purporting to relieve any Owner from also securing such approval(s), certificate(s) or permit(s) of a governmental agency or entity with jurisdiction as may be required by law as condition to the commencement, construction, maintenance, addition, change or alteration to or of any Improvement, and the Committee may require that a copy of such approval(s), certificate(s) or permit(s) be provided to the Committee as a final condition to the approval of a Plan, or uses of an approved Plan meet governmental requirements, or for both such purposes.

2.18 Fees: The Committee shall have the right to require a submission fee for each proposed Development Plan, which fee shall be Seventy-five Dollars (\$75.00). The submission

fee may only be changed upon the written approval of the Owners of both (1) not less than sixty-seven percent (67%) of the Lots, and (2) not less than sixty-seven percent (67%) of the land area of the Subdivision.

ARTICLE III PROPERTY OWNERS ASSOCIATION

3.01 Function of Association: The Chimney Cove Association, Inc., a Texas nonprofit corporation (the "Association") shall have the right, power and obligation to provide for the management, construction, maintenance, repair, replacement, administration, insuring and operation of (1) the Private Street, subject to the provisions of Section 3.02 hereof, (2) any amenities constructed in the Subdivision by the Association for the benefit of the owners; (3) the Lake Water Easement, if necessary in the opinion of the Board in order to maintain or enhance the quality of the Subdivision or the use and enjoyment thereof by the Owners; (4) the duties of the Committee if such duties have been assigned and delegated to the Board of the Association (or a committee thereof); (5) any duty or function which the Owners of both (a) not less than sixty-seven percent (67%) of the Lots and (b) not less than sixty-seven percent (67%) of the land area of the Subdivision direct the Association to perform; (6) any Common Area, Lot or other property conveyed to the Association; and (7) any other duty, function, right or obligation imposed upon the Association by this Declaration, as amended or supplemented.

3.02 Maintenance of Private Streets: Declarant shall and does hereby convey as a part of each Lot in the Subdivision an access easement over and across the Private Streets (i.e., Lots 61 and 20), which shall be a nonexclusive easement. From and after completion of construction of the road, the Association shall be responsible for costs of repairing and maintaining the Private Streets and all landscaping and improvements thereon related to the purpose for which the easement is granted as part of each Lot. Private Street Maintenance costs as referred to herein shall include all taxes and assessments levied against Lots 61 and 20 of the Subdivision. The Private Streets shall not be dedicated to or maintained by Burnet County or any other Governmental entity. If the Private Streets are acquired by Burnet County, all special paving and medians within the Private Streets and any security facilities shall be removed by the Association to meet Burnet County standards, and the cost thereof apportioned in the same manner as Private Street Maintenance Costs. Further, an express easement is hereby granted across the Private Streets and any adjoining common areas for the use of the surface for all government functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pick-up and any other purpose. Any governmental entities, their agents or employees, shall not be responsible or liable for any damage occurring to the surface of the Private Streets and adjoining common areas as a result of governmental vehicles traversing over same. Further, any costs for repair of damage to the Private Streets as a result of improper construction or design of private residential driveways shall be the responsibility of the Lot Owner of such improperly constructed driveway, as provided in paragraph 5.09 herein.

3.03 Management of the Association: The Board of Directors shall manage the business and affairs of the Association. The Association shall determine the number of members of the Association's Board of Directors to ensure the stability of the Association and to administer the Association's and the Subdivision's affairs. The Board of Directors elected at the first meeting of members of the Association is herein called the "First Elected Board."

The Appointed Board may engage any entities, to perform the day-to-day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. Without limiting the generality of the foregoing, the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision as a viable residential development, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

3.04 Membership in Association: The Owner of each Lot shall be a Member of the Association, and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a member of the Association.

3.05 Voting Members: Each Owner shall be entitled to one (1) vote for each Lot owned, but in no event shall more than one (1) vote be allocated to a single Lot. There is an exception of one (1) vote for multiple lot-consolidation / lot re-plat, as described in 5.03. In this case there is the appropriate one (1) vote plus the fractional vote.

When more than one person or entity owns a portion of the fee simple interest in a Lot, all such persons and entities shall be Members of the Association, and such co-Owners shall designate in writing to the Association's Secretary a single Owner of the Lot who shall be entitled to cast the vote allocated to such co-owned Lot and no other person shall be authorized to vote on behalf of such Lot. All Owners may attend meetings of the Association, and all voting Owners may exercise their vote at such meeting either in person or by proxy.

3.06 Meeting of the Members: The annual meeting of the Members of the Association shall be held on the third (3rd) Saturday of May each year. Special meetings shall be held upon no less than thirty (30) days written notice to the Members at such place and time and on such dates as specified in the notice.

3.07 Election and Meetings of the Board of Directors: the Board of Directors shall be elected and shall meet in the manner set forth in the Bylaws.

3.08 Disputes: In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or Association, including appointment of committees to consider and recommend resolution of any such disputes.

3.09 Professional Management: The Board may retain, hire, employ or contract with such professional management as the Board deems appropriate to perform the day-to-day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Subdivision as provided for herein and as provided for in the Bylaws.

3.10 Board Actions in Good Faith: Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other person.

ARTICLE IV MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

4.01 Payment of Annual Assessments: Prior to the beginning of each fiscal year (which shall commence on January 1st of each calendar year), the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration and the Association's Bylaws, including but not limited to the cost of all roadway and right-of-way maintenance, the cost of enforcing this Declaration, and a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Annual Assessments shall be \$750.00 per lot beginning fiscal year 2022. Beginning the fiscal year following 2017, the Board shall have discretion to levy increases, when deemed necessary, capped at 10% of the Annual Assessment, so long as made in good faith. The amount of the Annual Assessment may be increased from time to time above the discretionary 10% cap, but not more than once per calendar year, provided the Annual Assessment is approved by the Owners of both (1) not less than sixty-seven (67%) of the Lots, and (2) not less than sixty-seven percent (67%) of the land area of the Subdivision in the same manner as aforesaid.

4.02 Maintenance Fund: The Annual Assessments collected by the Board shall be paid into the Maintenance Fund and shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall, by way of illustration and not by way of limitation, expend the Maintenance Fund for the administration, management and operation of the Subdivision and for the landscaping, maintenance, insuring, repair and operation of, and the construction of improvements on, the Private Streets; for the enforcement of this Declaration and the Association's Bylaws by action at law or in equity, or otherwise, and the payments of court costs as well as reasonable and necessary legal fees; payment of ad valorem taxes assessed on and the insuring of property owned or controlled by the Association; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful misdeeds.

4.03 Special Assessments: The Association may levy or collect a Special Assessment for the acquisition of a new capital improvement or to pay in whole or in part the cost of any major repair or maintenance expense, provided the Special Assessment is approved by the Owners of both (1) not less than fifty percent (50%) of the Lots, and (2) not less than fifty percent (50%) of the land area of the Subdivision. The Special Assessment shall be due and payable within sixty (60) days from the date the Special Assessment is approved by the Owners. Special Assessments shall be equal in amount for each Lot without regard to Lot size.

4.04 Enforcement of Annual and Special Assessments:

(a) Any Annual or Special Assessment not paid and received by the tenth (10th) day following the date in which it is due shall be deemed delinquent, and without notice shall bear

interest at the highest contract rate per annum allowed by law from the date originally due until paid. Any mortgage lender having a first lien purchase money mortgage on a Lot in the Subdivision shall be entitled to anticipate and collect such Assessment from the Owner thereof as part of the required escrow payments made by the Owner to the mortgage lender, provided that such mortgage lender remit such escrow amount to the Association on or before January 31 of each calendar year.

(b) To secure payment of the Annual and Special Assessments levied hereunder, and any other sums due hereunder (including, without limitation, interest, late fees, delinquency charges, and all costs of collection), a vendor's lien and superior title shall be and is hereby reserved in and to each Lot and is hereby assigned and transferred to the Association, which lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Section 4.04 and the superior title herein reserved shall be deemed subordinate to any Mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. The collection of such Annual and Special Assessments and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment, and in the event of such suit, the expense incurred in collecting such delinquent amount, including interest, costs and attorney's fees shall be chargeable to and be an obligation of the defaulting Owner.

(c) Notice of the lien referred to in the preceding paragraph may be given by the recordation in the Office of the County Clerk of Burnet County, Texas, of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting for the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

(d) Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Assessment, Special Assessment and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by nonjudicial foreclosure pursuant to Sections 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Lot, each Owner by acceptance of such deed expressly GRANTS, BARGAINS, SELLS and CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Assessment, Special Assessment and other sums due hereunder remaining unpaid by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Burnet County, Texas. In the event of the election of the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the door of the County Courthouse of Burnet County, Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder

for cash at public venue after the trustee and the Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth and to make due conveyance to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his or their heirs, executors, administrators and successors. The trustee shall give notice of the time, place and terms of the sale at the Courthouse door of Burnet County, Texas, and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of the sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Association. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address shown by the records of the Association, in a post office of official depository under the care and custody of the United States Post Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

(e) At any foreclosure, judicial or nonjudicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents, and further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

(f) It is the intent of the provision of this Section to comply with the provisions of Section 51.002 of the Texas Property Code, relating to nonjudicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or Mortgagee or other person, may, by amendment to these Restrictions filed in the Office of the County Clerk of Burnet County, Texas amend the provisions hereof so as to comply with said amendments to Section 51.002.

4.05 Equality of Assessments and Charges: Any Assessment or charges under this Article IV whether annual or special, payable by each Lot shall be determined by dividing the total Assessment or charge fixed by the Association by the total number of Lots in the Subdivision (excluding Lots 20 and 61).

ARTICLE V RESTRICTIONS

5.01 Land Use: No Lot or the improvements erected thereon shall be used for anything other than private residential purposes. No commercial activity of any nature shall be carried on upon any lot. Nothing in this Restrictive Covenant shall prevent any Owner from maintaining a home office or business enterprise provided no activity related to such home office or business enterprise involves receiving clients, customers or suppliers at such Owner's Lot or involves activities which are not screened from public view or otherwise violate the provisions of this Restrictive Covenants.

5.02 Mobile Homes: No mobile homes will be permitted on any Lot.

5.03 Building Site Size and Subdivision of Lots: The term “building site” as used in this instrument shall mean a Lot or Lots having an area of not less than five (5) acres. No dwelling or residence shall be erected except on a building site. No Lot shall be further divided or subdivided without the express written approval of the Architectural Committee. In no event shall a Lot be divided or subdivided in a manner which results in a Lot consisting of less than five (5) acres. In the event two or more contiguous Lots are replatted so as to consolidate such Lots into a single Lot, the resulting single Lot shall be treated as a single Lot for purposes of allocating votes and assessments.

"In the event that properties may be consolidated after their initial sale and consequently reducing the number of total properties in the Association, the resulting reduced number of properties must maintain the financial responsibilities of the original properties, with the percent distribution following the new properties' size (i.e.; 50% financial responsibility transferred to each when two (2) properties are created from three (3)). As the financial burden transfers, so transfer the voting rights. The newly established property owners shall exercise their right to vote, and will communicate to the Board of Directors, indicating how they will execute their individual fractions of a single vote. In the above example of three (3) properties become two (2) of similar size, the two property owners might agree, for example, that the vote is 1.5 votes each. The specific fraction of a vote is dependent upon the quantity of owners of an individual property. These rules will apply to the Annual Dues as described in 4.01 as well as to Special Assessments in 4.03 when they occur. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board."

5.04 Building Set Backs: No dwelling, residence or other building shall be located on any building site nearer than twenty-five (25) feet from any street or rear lot line, or nearer than ten (10) feet from the side Lot line of each building site being built upon.

5.05 Building Square Footage: No dwelling or residence of less than 1,500 square feet, exclusive of garages, open porches, breezeways, or other appendages, shall be constructed on any building site. Two-story houses having less than 1,000 square feet of living area on the “ground” or “first” level and/or less than 500 square feet on the second level will not be permitted.

5.06 Outbuildings: No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence or dwelling either temporarily or permanently; except, however, that motor homes or camping trailers are permitted if used for only temporary dwelling purposes of fourteen days or less.

(a) Garages: One detached garage that is appurtenant to a residence may be erected on each building site upon which a main dwelling has been or will be erected. Plans and specifications for the garage must be approved by the architectural committee and must be of similar construction in materials as the proposed main dwelling.

5.07 Exterior Walls: The exterior walls of the main dwelling or residence shall be constructed of not less than 20% brick, stone or masonry construction, unless such requirement is specifically waived in writing, by the Architectural Committee. No exterior walls shall be

constructed of metal siding (i.e. metal building), unless such requirement is specifically waived in writing, by the Architectural Committee.

5.08 Detached Buildings: Any detached building, garage, carport, shed or structure or addition to first residence must be of all new material and be equal construction and architectural design as the residence. Any variation from this restriction must have prior written approval of the Architectural Committee.

5.09 Driveway: The Architectural Committee shall have the right to impose reasonable limitations on driveway design, including materials, aprons, location and point of contact with the Private Street or the Private joint Access Easement within the Property. Within thirty days after construction of a house on any Lot, a driveway shall be constructed of material having written approval of the Architectural Committee, at least 8 feet in width running from the street to them improvements.

5.10 Front Fence: All fences constructed along the front of each lot for the first fifty (50) feet shall be new construction, approved by the Architectural Committee.

5.11 Sight Distance at Intersection: No fence, wall, hedge or shrub plantings which obstruct sight lines at elevations between two feet and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

5.12 Building Repair: All residences and other buildings must be kept in a good state of repair, and must be painted when necessary to preserve the attractiveness thereof.

5.13 Drainage: Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater. Such structures, where needed, are to be installed at the expense of the Property Owner. Natural drainage crossing a Lot shall not be disturbed or re-directed without a Licensed Engineer's study and the prior written approval of the Architectural Committee.

5.14 Easements: Easements for the installation and maintenance of utilities are reserved over the front fifteen (15) feet or street right of way of each Lot, in the streets, boulevards, lanes, drives and roads of the subdivision.

5.15 Equine Animals: Not more than two (2) equine animals shall be allowed on any lot of 5 acres or less. Horses on lots over 5 acres in size (or combination of lots) may be permitted at a ratio of one animal per 2.5 acres. The term "equine animal" as used herein shall not include zebras. A building specifically constructed for housing equine animals (stable) shall be provided and shall include for each equine animal an enclosed and covered area ("stall") having minimum dimensions of twelve feet length by twelve feet width by nine feet height (12'W x 12'L x 9'H). The stalls shall be constructed of materials similar in quality to the main residence. Plywood type or siding materials are expressly prohibited for stables. Each stall shall open upon a fenced area ("run") with minimum dimensions of twelve feet by forty feet (12' x 40'), with a minimum height of nine feet (9') if covered. Setbacks will be observed on stables and run areas. The stable and run areas must be kept sanitary and reasonably free of refuse, insects and waste at all times. The

construction and maintenance of the stable and run areas as well as the raising and keeping of equine animals shall at all times conform to the then current rules and regulation relating to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is required. Open grazing of equine animals shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of grasses and will not cause or contribute to soil erosion and/or damage to trees and shrubs. The owner of any lot or lots used for equine animals shall be responsible for restricting the movement of all such equine animals to that owner's Lot or Lots.

5.16 Livestock and Poultry: Except as provided in 5.15 above, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except not more than two (2) dogs, cats or other household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose. No animal shall be allowed to run free, make an unreasonable amount of noise or to become a nuisance. The above and foregoing notwithstanding, if any member of the household is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America, then one animal per each such member (but not in excess of two) shall be permitted for the purpose of raising such animal for competition or as part of a club project. Provided however, that the animal shall be kept in a sightly pen or other enclosure and the Lot shall be kept clean and in a sanitary and odorless condition. No pigs or hogs will be permitted under any circumstances or programs.

5.17 Perimeter Fence: The Owners of any and all tracts abutting or fronting the outboundary of Chimney Cove Estates shall not disturb the existing outboundary fence, unless Owner elects to fence and maintain Owner's entire tract with fence sufficient to turn cattle.

5.18 Grazing Lease: Any owner of any tract of land who elects not to have livestock graze upon his property, under any existing lease or future lease of Declarant or Property Owners Association upon the subdivision, will need to fence off his property. Any owner who elects to allow cattle to graze upon his property under the existing lease shall be reimbursed accordingly on a prorate share according to the acreage of owner's property. Not more than two head of cattle may be kept on any Lot.

5.19 Noise: No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Subdivision so as to be offensive or detrimental to any other portion of the Subdivision or to its occupants. No noxious, illegal or offensive activity shall be carried on or maintained on any tract in said Subdivision, nor shall anything be done thereon which may be or become a nuisance in the neighborhood.

5.20 Firearms: The use or discharge of firearms is expressly prohibited within the Subdivision or Park.

5.21 Mail Boxes: All mail boxes shall be of type and design approved by the Architectural Committee and must be placed only in the locations approved by the Architectural Committee and/or the U.S. Post Master.

5.22 Sewage Disposal: No septic tank or other means of sewage disposal may be installed unless approved by the proper authorities (including, but not limited to, Lower Colorado River Authority, the Health Department of Burnet County, Texas, and State of Texas) having jurisdiction with respect thereto. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot shall be kept free and clean of weeds and tall grass such as will be in keeping with the other property and development at a particular time.

5.23 Signage: No sign or other advertising may be displayed on any Lot or building unless approved by Architectural Committee. Exception: two (2) "For Sale" signs will be allowed by property owners on any Lot.

5.24 Parking: No parking of automobiles, motor homes, travel trailers, boats or any type of trailer or vehicle will be allowed within the 50-foot right way of any street or road in the subdivision at any time.

5.25 Access to Park: All Lot owners and members of their families and guests, when accompanied by an owner, shall have the exclusive access to and through and have the exclusive right to enjoy and use the area designated Property Owners Park. This provision applies to the owners of all Lots in this Subdivision.

5.26 Trucks: No tractor trailer type truck or dump trucks or other similar large commercial type truck or construction machinery equipment or vehicles shall be parked on any Lot at any time except temporarily while such vehicles are being used in the construction of improvement on premises within the subdivision.

5.27 Motor Vehicles: Cars or other vehicles may not be stored on any Lot in the subdivision nor shall any car or vehicle that is not in running condition and regularly used be allowed to remain on any Lot for more than one week. No repairing of motor vehicles shall be permitted on any Lot.

5.28 Material Storage: No building material of any kind or character shall be placed or stored upon any Lot until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the building site upon which the improvements are to be erected and shall not be placed in the streets or between the roadbed and property line.

5.29 Building Time Period: Any dwelling commenced shall be completed with reasonable diligence and in all events shall be completed as to its exterior within six (6) months from the commencement of construction. Residential construction must be continuous and may not cease for any period longer than sixty (60) days after construction is begun.

5.30 Article 5.30 has been removed.

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5.31 Land Clearing: In an effort to preserve the natural beauty and integrity of Chimney Cove Estates, no Lot shall be clear cut of all native foliage and/or vegetation. Xeriscaping is strongly recommended by the declarant.

5.32 Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

5.33 Rainwater Harvesting Equipment: Except as otherwise provided in this section, nothing in this Declaration shall prohibit an Owner from installing on his or her Lot a rain barrel or rainwater harvesting system (hereinafter referred to as Rainwater Harvesting Equipment"). For purposes of this provision Rainwater Harvesting Equipment shall include rainwater harvesting devices, storage containers, related plumbing, or appurtenances thereto, including rain barrels.

(a) No Rainwater Harvesting Equipment shall be allowed: (i) on any portion of Common Area; (ii) on any other property owned or maintained by the Association; (iii) on any portion of any property owned in common by the members of the Association; or (iv) in any front yard area of a Lot or other portion of a Lot which is located between the front of the Owner's home and an adjoining or adjacent street.

(b) If Rainwater Harvesting Equipment is to be located on the side of an Owner's house or at any other location on an Owner's Lot that is visible from a roadway within the Property, another Lot, or a Common Area, prior to installation of such Rainwater Harvesting Equipment, the Owner shall submit to the Architectural Committee plans and specifications for the Rainwater Harvesting Equipment which indicate the size, type, and materials used in the construction of the Rainwater Harvesting Equipment. In such circumstance, the Architectural Committee shall have the authority to regulate the size, type, and shielding of, and the materials used in the construction of the Rainwater Harvesting Equipment provided (i) the regulation does not prohibit the economic installation of the Rainwater Harvesting Equipment on the Owner's Lot and (ii) there is a reasonably sufficient area on the Owner's Lot in which to install the Rainwater Harvesting Equipment. Such Rainwater Harvesting Equipment shall also be properly screened so as to obscure view of the Rainwater Harvesting Equipment from adjoining property and the street, and such method of screening, and the proposed screening materials, must also be approved in advance of installation by the Architectural Committee. No Rainwater Harvesting Equipment may be installed on the side of an Owner's house or at any other location on an Owner's Lot that is visible from a roadway within the Property, another lot, or a common area until the required plans and specifications have been reviewed and approved by the Architectural Committee.

(c) All Rainwater Harvesting Equipment installed on any Lot must be of a color that is consistent with the color scheme of the home constructed on such Lot.

(d) No Rainwater Harvesting Equipment may display any language or other content that is not typically displayed by such a barrel or system as it is manufactured.

ARTICLE VI GENERAL PROVISIONS

6.01 Restrictions: All of the restrictions, covenants, conditions, and matters herein set forth shall continue to be binding upon Declarant, its successors and assigns, and upon the Owner of said Lots for a period of twenty (20) years from the date this instrument is filed for record in the office of the County clerk of Burnet County, Texas, and shall automatically be extended therefor for successive periods of ten (10) years, unless modified or repealed as set out in Section 6.02.

6.02 Change Restrictions: At any time the owners of the legal title both (1) not less than sixty-seven percent (67%) of the Lots, and (2) not less than sixty-seven percent (67%) of the land area of the Subdivision (as shown by the records of Burnet County, Texas) may amend the restrictions, covenants, conditions, and matters set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Burnet County, Texas.

6.03 Restrictive Covenant Violations: If any person or persons shall violate or attempt to violate the covenants, conditions and restrictions, or any of them, it shall be lawful for the Association, or any person owning any interest in any of the Lots in said subdivision, including a mortgage interest, to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant condition or restriction, either to prevent or to correct such violation, and to recover damages or other relief for such violation. In addition, if a Lot is not maintained in an orderly and clean condition, or is otherwise maintained in violation of these restrictions, the Association reserves the right to enter upon and clean the Lot or otherwise correct the violation of condition if Buyer fails to do so within ten (10) days of written notice thereof, the cost to be paid in full by the Lot owner. All expenses incurred by the Association for correcting property restriction violation shall be paid in full by Buyer or his assigns before a deed is delivered, or, at the Association's election, may be recovered in the proper court at law if such expense is not paid in full within ten (10) days of written demand, plus a reasonable attorney's fee where filing of suit is necessary.

6.04 Invalidations: The waiver or invalidation of any one or more of these restriction, covenants, or conditions by judgment, court order or otherwise, shall not constitute a waiver of or invalidate any other restriction, covenants and conditions shall continue to remain in full force and effect.

As of: August 20, 2021 amended and restated restrictive covenants are hereby made effective and supersedes the original restrictive covenants published in 1996, and supersedes the first and second amendments to those original restrictive covenants, and the Amended and Restated Restrictive Covenants of Chimney Cove Estates of Lake Travis, filed May 30, 2018, and the 2021 Amended and Restated Restrictive Covenants of Chimney Cove Estates of Lakes Travis, filed August 09, 2021.

ACKNOWLEDGMENT

This instrument, "08.2021 AMENDED AND RESTATED RESTRICTIVE COVENANTS OF CHIMNEY COVE ESTATES OF LAKE TRAVIS" were duly adopted by the Board of Directors of the Chimney Cove Property Estates Property Association of Lake Travis in Marble Falls, Texas on 20 day of August, 2021.

Attest By:

President of the Association:

Eric R Lindner Date: 08/20/2021
Print Name: ERIC R LINDNER

Secretary of the Association:

Russell Roy Date: 08/20/2021
Print Name: Russell Roy

STATE OF TEXAS

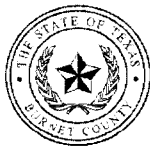
COUNTY OF BURNET

SWORN TO AND SUBSCRIBED BEFORE ME on this the 20 day of Aug, 2021
by the said Eric R Lindner and Russell Lee Roy
in the capacity therein stated.

My Commission Expires: 01/09/2023
Katy Miller



Notary Public, State of Texas



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Janet Parker

Janet Parker, County Clerk

Burnet County Texas

8/20/2021 2:09:39 PM

FEE: \$94.00

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