

## SUMMARY OF RESTRICTIVE COVENANTS SUNSET CLIFF

1. Except as otherwise permitted or agreed in writing by R.O.W. Contracting Corporation, the Property shall be used only for non-commercial lodge or single family residential homesite purposes, and not for any business or commercial purposes. No trailer houses, mobile homes, or manufactured housing are permitted, and no old houses may be moved onto the Property. All boats, campers, trailers, recreational vehicles and motor homes must be parked or stored in an enclosed garage or other enclosed structure. Any repair work, dismantling or assembly of motor vehicles or machinery shall be conducted in an enclosed garage or other structure.

2. Prior to construction, all improvements, such as a lodge, home, other structure, wall, fence, television/radio dish/antenna, driveways or roadways, must be approved in writing by the Planning Commission or its agent or representative, as to design, size, construction, and location on the Property. No construction on the Property shall unreasonably interfere with the lake view of any other property owner.

3. Any lodging or home constructed on the Property must have a living area of at least 1,800 square feet. No more than one lodge or home may be constructed on the Property. A guest home is permitted, however guest homes cannot be constructed prior to the construction of the main home. The Property may not be subdivided without the prior written approval of the Planning Commission, and only so long as any such subdivision meets all requirements of applicable laws.

4. The Property septic tank must be licensed by the LCRA. All Property septic tanks, drain fields, water wells, and electrical, telephone or other utilities must be constructed, installed, operated and maintained in accordance with all applicable laws, statutes, ordinances and governmental rules and regulations.

5. Except as otherwise permitted or agreed by the Planning Commission, no livestock or poultry, such as cattle, horses, goats, pigs, chickens, turkeys, ducks, etc., shall be allowed on the Property. Only household pets such as cats and dogs are permitted on the Property.

6. An assessment of \$100.00 per year shall be assessed against the Property for the maintenance of roads. Such assessment shall be and is hereby secured by a lien on the Property and shall be payable to R.O.W. Contracting Corporation, on the 1<sup>st</sup> day of January each year, or to such other person, firm, corporation or association as Grantor may designate.

7. No noxious, offensive or immoral use or activity shall be made of or permitted upon the Property. The Property shall at all times be kept in a healthful, sanitary and attractive condition. All garbage, trash, or junk or waste matter shall be kept in adequate, tightly-lidded containers, screened from public view.

8. Grantor reserves the right to grant, dedicate or otherwise create, at any time and from time to time, easements for public utility purposes along and on either

or both sides of any Property boundary line which is adjacent to a Property access road (or access easement). Such public utility easements shall not exceed ten feet in width on each side of the Property boundary line.

9. These covenants, conditions and restrictions shall be binding upon and shall be observed by Grantee, and Grantee's heirs, executors, administrators, successors and assigns, and are to run in favor of and be enforceable by R.O.W. Contracting Corporation; or (iii) any person who owns real property located in the 184.75 acre tract of land, more or less, out of the Jephtha Boyce Survey No. 400 in Burnet County, Texas more particularly described on Exhibit C-1 attached hereto and incorporated herein (the "184.74 acre tract"). These covenants, conditions and restrictions are to run with the land and shall be binding for a period of twenty-five (25) years unless at least sixty (60) days prior to the expiration of the first twenty-five (25) year period, the owners of at least 75% of the 184.75 acre tract shall agree in writing and file for record in the Real Property Records of Burnet County, Texas an agreement to discontinue said covenants, conditions and restrictions, in which event said covenants, conditions and restrictions shall terminate at the end of the first twenty-five (25) year period.

10. These covenants, conditions and restrictions apply only to the Property, and do not apply to the remainder of the 184.75 acre tract.