

152

PE MASON HOLDINGS 84 LLC

TO

THE PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF BLANCO §

WHEREAS, PE MASON HOLDINGS 84 LLC, a Texas limited liability company, herein called the "Declarant", is the owner of 179.407 acres of land out of the Henry Manton Survey No. 17, Abstract No. 387 in Blanco County, Texas being more particularly described on **Exhibit "A"** attached hereto and made a part hereof and being herein called the "Property"; and

WHEREAS, Declarant will hold, sell, and convey the Property subject to certain protective covenants, conditions, and restrictions upon the Property in order to establish a uniform plan for the development, improvement, and sale of the Property, and to ensure the preservation of such uniform plan for the benefit of both the present and future Owners of Tracts within the Property.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, and declares the following covenants, conditions, and restrictions applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property, which covenants, conditions, and restrictions shall run with the Property, or any part thereof, shall bind all parties having or acquiring any right, title, or interest therein, or any part thereof, regardless of whether or not such terms and conditions are specifically set out in said contract or deed, and shall inure to the benefit of each Owner thereof.

**SECTION 1  
DEFINITIONS**

1.01 "Declarant" shall mean and refer to PE MASON HOLDINGS 84 LLC, a Texas limited liability company, and its successors and assigns, if such successors or assigns are designated in writing by Declarant as a successor or assignee of all or part of the rights of the Declarant hereunder, including, but not limited to, any assignment to a lender furnishing financing for the development of the Property.

1.02 “Declaration” shall mean and refer collectively to this instrument and the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, included, or expressed in this document.

1.03 “Tract” shall mean and refer to each separate tract of land within the Property which may be conveyed by Declarant to a third-party purchaser.

1.04 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Tract, excluding however, those having such interest merely as security for the performance of an obligation.

1.05 “Representatives” shall mean representatives of the Declarant.

## SECTION 2 RESTRICTIONS

2.01 No Further Subdivision. With the exception of the 16.758 acre tract described in **Exhibit “B”** attached hereto and made a part hereof, no tract may be divided into tracts smaller than 10.01 acres. The 16.758 acre tract may be further divided into two tracts with each tract being greater than 6.000 acres.

2.02 Residential Use. The Property shall be used for Residential Use only. Short-term rentals are permitted. There shall be no more than four (4) structures per ten (10) acres.

2.03 No Manufactured Structures. No manufactured home, modular home, pre-manufactured home, industrial built home, trailer home, or mobile home may ever be placed on the Property. Except as provided below, no recreational vehicle, camper, tent, shack, garage, storage building, or other outbuilding shall be used as a residence.

2.04 Temporary Dwelling. A recreational vehicle or camper may be used as a temporary dwelling during construction of the principal dwelling for a period not to exceed twelve (12) months. The recreational vehicle or camper must be out of view from the neighbors and the road.

2.05 Setbacks. No structure shall be placed within twenty feet (20’) from the side boundary lines and one hundred feet (100’) from the front boundary line along Farm to Market 165.

2.06 Prohibited Activities. The Property shall not be used for any noxious or offensive activity, and nothing shall be done on the property that is a nuisance to adjoining Property owners.

2.07 Garbage. The Property shall be kept free of litter. No garbage or other waste shall be kept on the property except in sanitary containers.

2.08 Dumping. No dumping, disposal, or burial of garbage or refuse is allowed on the Property.

2.09 Inoperative Equipment. Abandoned or inoperative equipment, vehicles, boats, or machines shall not be permitted, placed, or stored on the property unless kept in an enclosed structure.

2.10 Discharge of Firearms. Prolonged or persistent discharge of firearms or target practicing shall not be allowed. Commercial gun ranges are prohibited.

2.11 Animals. There shall be no commercial feedlot or commercial poultry or hog operations on the Property. Animals raised for FFA or 4H projects shall not be considered a commercial operation. Animals shall be kept in clean and sanitary conditions.

2.12 Excavation. The commercial or industrial excavation, digging, mining, or removal of dirt, sand, gravel, caliche or other materials is prohibited. Locally sourced materials may be used for landscaping or improving driveways on the Property.

2.13 Water Rights. The sale of water or water rights for use beyond the Property is prohibited.

2.14 RV Parks. Recreational vehicle (RV) parks are expressly prohibited.

2.15 Commercial Signage. Commercial signs shall not be placed on the property. A professionally made sign, not exceeding six (6) square feet, is allowed to advertise a tract for sale or identify the location of rental units located on the property.

### **SECTION 3. GENERAL TERMS**

3.01 Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any

kind to enforce same, and Declarant shall not be subject to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions, or restrictions herein contained.

3.02 Partial Invalidity. Invalidation of any one of the CC&Rs contained herein by judgment or court order shall in no way affect the validity of any other provision, and all other such other provisions shall remain in full force and effect.

3.03 Term. The covenants, conditions, and restrictions contained in this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Owners of the Property and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050 (the "Initial Period"), and shall thereafter be automatically extended for successive periods of ten (10) years (an "Automatic Extension"), unless the Initial Period or any Automatic Extension is amended as provided herein.

3.04 Amendment by Declarant. The Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity, or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by the declarant in the exercise of its good faith judgment. An amendment shall be effective once filed of record in the office of the County Clerk of Burnet County, Texas.

3.05 Amendment by Owners. The Owners (but expressly excluding their respective mortgagees, if any) of at least eighty percent of the Tracts may amend this Declaration by executing an amendment and filing it in the office of the County Clerk of Burnet County, Texas.

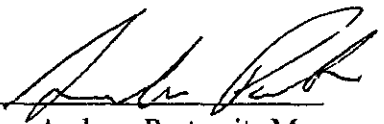
3.06 Waiver. The failure of Declarant or any Owner to enforce any condition, covenant, or restriction contained in this Declaration in a timely manner shall in no event be deemed a waiver of the right to do so thereafter.

3.07 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Tract agrees to hold Declarant harmless therefrom.

EXECUTED this 30<sup>th</sup> day of September, 2025.

DECLARANT:

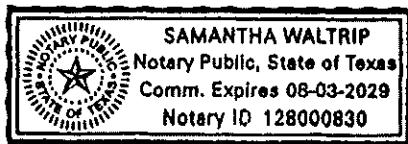
PE MASON HOLDINGS 84 LLC,  
a Texas limited liability company

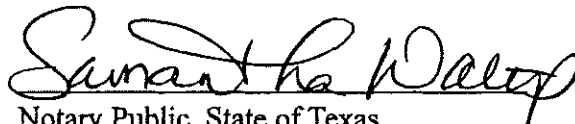
By:   
Andrew Porter, its Manager

STATE OF TEXAS

COUNTY OF Blanco

This instrument was acknowledged before me this day, by Andrew Porter, Manager of PE MASON HOLDINGS 84 LLC, a Texas limited liability company on behalf of said company.



  
Notary Public, State of Texas



# SEARCHERS

SURVEYORS | CONSULTANTS  
MASON | FREDERICKSBURG

4585 OLD PONTOTOC ROAD, MASON, TEXAS 76856  
720 MUSTANG STREET, FREDERICKSBURG, TEXAS 78624  
830-383-1211 | F-10193966 | SEARCHERS.NET

LEGAL DESCRIPTION: Being 179.407 acres of land out of the Henry Manton Survey No. 17, Abstract No. 387 in Blanco County, Texas and being a portion of that certain 198.58 acre tract described in Volume 432, Page 649 of the Official Public Records of Blanco County, Texas; Said 179.407 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers in August 2025:

BEGINNING at a calculated point in the northwest line of Farm to Market Highway 165 for a corner of that certain 298.66 acre tract described in Instrument No. 252164 of said Official Public Records, the northeast corner of said 198.58 acre tract, and the northeast corner hereof, and from which a 1/2 inch iron rod found bears South 25°54'46" East a distance of 0.20 feet and a concrete monument found in the north line of said Farm to Market Highway 165 for a corner of said 298.66 acre tract bears North 78°24'47" East a distance of 281.79 feet;

THENCE along the east line of said 198.58 acre tract and the west line of said Farm to Market Highway 165, the following 4 courses:

1. Along a non-tangent curve to the left having an arc length of 326.95 feet, a radius of 449.26 feet, and a chord that bears South 39°17'14" West a distance of 319.78 feet to a concrete monument found and from which a 1/2 inch iron rod found bears North 23°59'48" East a distance of 0.51 feet;
2. South 18°29'25" West a distance of 4872.28 feet to a concrete monument found;
3. Along a non-tangent curve to the right having an arc length of 721.93 feet, a radius of 778.51 feet, and a chord that bears South 45°03'41" West a distance of 696.34 feet to a concrete monument found;
4. South 71°33'51" West a distance of 30.51 feet to a 1/2 inch iron rod set for the southwest corner hereof, and from which a 1/2 inch iron rod set in the north line of said Farm to Market Highway 165 for the southwest corner of said 198.58 acre tract, and the southeast corner of that certain 335.52 acre tract described in Volume 447, Page 758 of said Official Public Records bears South 71°33'51" West a distance of 121.64 feet and a concrete monument found in the north line of said Farm to Market Highway 165 bears South 71°33'51" West a distance of 1892.88 feet;

THENCE crossing said 198.58 acre tract, the following 3 courses:

1. North 09°01'21" West a distance of 3661.36 feet to a 1/2 inch iron rod set;

2. North 80°58'39" East a distance of 192.60 feet to a 1/2 inch iron rod set;
3. North 59°22'25" East a distance of 1022.84 feet to a 3/8 inch iron rod found in concrete for the southeast corner of that certain 15.00 acre tract described in Instrument No. 252163 of said Official Public Records, a corner of said 298.66 acre tract, a corner of said 198.58 acre tract, and a corner hereof;

THENCE along the west and north lines of said 198.58 acre tract and the east and south lines of said 298.66 acre tract, the following 5 courses:

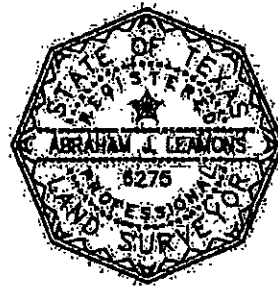
1. North 10°21'47" East, along the east line of said 15.00 acre tract at a distance of 609.21 feet pass a 1/2 inch iron rod found with a cap marked "Willis" for the northeast corner of said 15.00 acre tract, continuing in all for a total distance of 1983.00 feet to a 1/2 inch iron rod found for a corner of said 298.66 acre tract, the northwest corner of said 198.58 acre tract; and the northwest corner hereof;
2. South 79°24'23" East a distance of 760.03 feet to a 1/2 inch iron rod found;
3. South 65°28'42" East a distance of 433.56 feet to a 1/2 inch iron rod found;
4. South 64°35'27" East a distance of 96.31 feet to a 1/2 inch iron rod found in concrete;
5. South 25°54'46" East a distance of 430.51 feet to the POINT OF BEGINNING containing 179.407 acres of land, more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are Grid, NAD 83, Texas Central Zone 4203 and are derived from GPS techniques. A "1/2 inch iron rod set" is a 1/2 inch rebar with plastic cap marked "Searchers RPLS 6275" and a "mag nail set" is a mag nail with washer marked "Searchers RPLS 6275".

Surveyed by;



Abraham J. Leamons  
Registered Professional Land Surveyor #6275  
Date: August 14, 2025  
Job# 25-7656



## Exhibit "B"

### TRACT 16

LEGAL DESCRIPTION: Being 16.758 acres of land out of the Henry Manton Survey No. 17, Abstract No. 387 in Blanco County, Texas and being a portion of that certain 179.407 acre tract described in Instrument No. 252897 of the Official Public Records of Blanco County, Texas; Said 16.758 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers in September 2025:

BEGINNING at a 1/2 inch iron rod set in the west line of Farm to Market Highway 165 and the east line of said 179.407 acre tract, for the southeast corner of that certain 10.066 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, and the northeast corner hereof and from which a concrete monument found in the west line of said Farm to Market Highway 165 for a corner of said 179.407 acre tract, the southeast corner of that certain 10.147 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, and the northeast corner of that certain 11.470 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, bears North 18°29'12.5" East a distance of 4296.48 feet and another concrete monument found in the west line of said Farm to Market Highway 165, the east line of said 179.407 acre tract, and the east line of that certain 10.267 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, bears North 18°29'12.5" East a distance of 3242.20 feet;

THENCE along the west line of said Farm to Market Highway 165 and the east line of said 179.407 acre tract, the following 3 courses:

1. South 18°29'12.5" West a distance of 575.79 feet to a concrete monument found;
2. Along a non-tangent curve to the right having an arc length of 721.93 feet, a radius of 778.51 feet, and a chord that bears South 45°03'14.1" West a distance of 696.34 feet to a concrete monument found;
3. South 71°33'15.1" West a distance of 30.51 feet to a 1/2 inch iron rod set for the southwest corner of said 179.407 acre tract and the southwest corner hereof, and from which a concrete monument found in the north line of said Farm to Market Highway 165 bears South 71°33'15.1" West a distance of 1892.88 feet;

THENCE North 09°01'12.1" West a distance of 1371.97 feet along the west line of said 179.407 acre tract to a 1/2 inch iron rod set for the southwest corner of said 10.066 acre tract and the northwest corner hereof, and from which a 3/8 inch iron rod found for the southeast corner of that certain 15.00 acre tract described in Instrument No. 252163 of

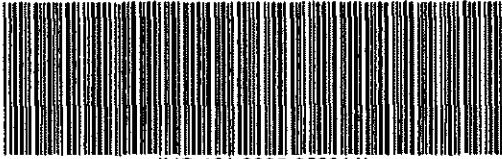
said Official Public Records, a corner of that certain 298.66 acre tract described in Instrument No. 252164 of said Official Public Records, a corner of said 179.407 acre tract, a corner of that certain 12.504 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, and a corner of that certain 10.199 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, bears North  $14^{\circ}11'14.1''$  East a distance

of 2900.90 feet, a 1/2 inch iron rod found for a corner of said 170.407 acre tract and the northwest corner of said 12.504 acre tract bears

North  $09^{\circ}01'12.1''$  West a distance of 2289.48 feet, and a 1/2 inch iron rod found for a corner of said 298.66 acre tract, the northwest corner of said 179.407 acre tract, and the northwest corner of that certain 11.185 acre tract surveyed this same day by Searchers, being a portion of said 179.407 acre tract, bears North  $12^{\circ}38'12.1''$  East a distance of 4881.27 feet;

THENCE South  $71^{\circ}30'15.6''$  East a distance of 969.65 feet crossing said 179.407 acre tract along the south line of said 10.066 acre tract to the POINT OF BEGINNING containing 16.758 acres of land, more or less, and as shown hereon.

**Blanco County  
Laura Walla  
Blanco County Clerk**



\*VG-121-2025-253314\*

**Instrument Number: 253314**

Real Property Recordings

Recorded On: October 03, 2025 02:34 PM

Number of Pages: 10

**" Examined and Charged as Follows: "**

Total Recording: \$52.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 253314  
Receipt Number: 20251003000014  
Recorded Date/Time: October 03, 2025 02:34 PM  
User: Sheila M  
Station: cclerk02

**Record and Return To:**

COUNTYWIDE TITLE



**STATE OF TEXAS  
Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX