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

**STONE MOUNTAIN SUBDIVISION,
a Subdivision in Burnet County, Texas**

Declarant: Martex Investments Ltd.

Effective Date: May 23, 2005

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BURNET COUNTY, TEXAS
1335 0986

**MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF AND FOR
STONE MOUNTAIN SUBDIVISION,
a Subdivision in Burnet County, Texas**

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BURNET §

WHEREAS, Martex Investments Ltd. (the "**Declarant**") is the owner and developer of all that certain real property known as Stone Mountain Subdivision subdivision located in Burnet County, Texas (the "**Property**"), according to the or plat thereof filed in Cabinet 3, Slide 179B, of the Plat Records of Burnet County, Texas (the "**Plat**") (which Plat and record thereof are incorporated herein by reference and made a part hereof for all intents and purposes as if the same were copied verbatim herein); and

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WHEREAS, for the purpose of creating and carrying out a uniform plan for the improvement of the Property by preserving the natural beauty of the Property, minimizing the erection of poorly designed, poorly proportioned, or the unsuitable structures, encouraging harmonious architectural schemes, and advancing the highest and best development use of the Property, the Declarant desires to implement and subject the Property to the covenants, conditions, restrictions, reservations, easements and charges hereinafter set forth.

NOW, THEREFORE, for the purpose of enhancing and protecting the value, and desirability of the Property and of each of the lots into which the Property is subdivided, Declarant hereby declares that all of the Property, and each part thereof, shall be held, sold and conveyed only subject to the following covenants, conditions, restrictions, reservations, easements and charges (this "**Declaration**"), which shall constitute covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in any lot or tract constituting a part of said Property or any portion thereof, their heirs or successors in title and assigns, and which shall inure to the benefit of each owner thereof.

I.
PROTECTIVE COVENANTS

1. All lots into which the Property is subdivided (individually a "Lot" and collectively "Lots") shall be used for single family residential purposes only. No commercial activity or use, manufacturing or commercial enterprise, or enterprises of any kind for profit shall be permitted on any Lot.

2. Not more than one residence may be constructed on any one Lot. Guest houses or garage apartments for use by temporary guests who do not rent the same are permitted. No apartments or other multi-family dwellings, structures, or uses shall be permitted on any Lot.

3. No portion of any residential structure or accessory building of any type shall be permitted, located or constructed on any Lot nearer than fifty (50) feet from any lot property line.

4. Each residence constructed on any Lot shall include a minimum of two thousand (2,000) square feet of enclosed air conditioned and heated living space, exclusive of all garages, carports, porches, patios, or breezeways, whether or not attached to the main dwelling. Permissible garages, barns or other outbuildings shall be architecturally compatible with the residence and shall not be used at any time as a residence, either temporarily or permanently.

5. No mobile homes, modular homes, manufactured homes, trailer houses or prefabricated structures shall be permitted on any Lot, except for the existing manufactured house that is located on the Property at the time of the filing of this Declaration. No trailer, recreational vehicle, tent or structure of a temporary character may at any time be used as a residence, either temporarily or permanently.

6. All construction must be of new materials, except stone and brick. Construction of new buildings only shall be permitted. No existing building or structure may be moved onto any Lot.

7. All driveways and private roads on or within the Property shall be of at least gravel construction and shall be kept and maintained in good repair and condition.

8. No outside toilet, cesspool or privy shall be erected or maintained on any Lot (other than temporary portable facilities during construction). Before occupancy, all residences constructed on any Lot shall be equipped with efficient,

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modern plumbing and a septic tank, or other sanitary sewerage system, constructed in strict conformity with the requirements of the Uniform Plumbing Code and any and all pertinent laws, ordinances, rules, regulations, recommendations and requirements of the Texas Department of Public Health, the Lower Colorado River Authority (the "LCRA"), Burnet County and any other governmental authorities having and asserting jurisdiction. Lot owners must be aware of set back requirements applicable to septic systems in relation to drainage areas and must abide by said requirements.

9. All fences erected located on road frontage or in the Conservation Easement Area (as hereinafter defined), shall be constructed out of wood plank or rail. Wood or steel post and net wire, plank fencing, PVC and materials of like and similar quality are acceptable along non road frontage areas and outside of the Conservation Easement Area. The use of chain link fencing is prohibited on all Lots, except in back or side yards behind fences or buildings so as not to be exposed to public view from adjacent streets or other Lots.

10. Each Lot shall be kept and maintained in a neat and orderly condition, with weeds, grass and/or unsightly growth properly controlled and grass not over six inches in height. Assessments for an individual Lot may include mowing costs.

11. No Lot shall be used or maintained as dumping ground for rubbish or trash and each Lot shall be kept free of trash, wrecked or inoperative vehicles or equipment, or surplus materials. Garbage or other household waste shall not be kept except in sanitary containers with lids attached to the container. All equipment for the storage or disposal of such material shall be screened and kept in a clean sanitary condition. Each Lot owner is responsible for the removal from said Lot of all garbage and other household trash at least weekly. No burning or incineration of garbage or refuse shall be permitted on the Property. Assessments for an individual Lot may include the cost of removal of items prohibited by any provision of this Declaration.

12. No mining, quarrying, crushing, excavation, exploring, drilling, development, or refining of any nature, of any mineral, rock or aggregate, including without limitation, oil, natural gas, granite, limestone, ores, gravel, sand, clay, silt, loam, dirt, topsoil or similar substances, shall be permitted on the Property or any portion thereof. No excavations shall be made of the surface and no mineral, rock, aggregate, gravel, sand, clay, silt, loam, dirt, topsoil or similar substances shall be removed from the Property. This restriction shall not prohibit necessary and reasonable grading or excavation of the surface in connection with the construction of improvements on the Property otherwise permitted under this Declaration.

13. No water well drilling, development, or production of any kind, no water wells, tanks, tunnels, or shafts, and no derricks or other structures for use in boring or drilling for water shall be erected, maintained or permitted on any Lot, except in connection with the public water system serving the Property.

14. No use of any Lot shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion. No noxious or offensive activity of any kind whatsoever shall be carried on upon the Property, nor shall there be permitted any act thereon that may be or become an annoyance or nuisance to the Owners or occupants of portions of the Property.

15. No hunting shall be permitted on the Property and discharge of firearms is strictly prohibited.

16. No animals, poultry or livestock of any kind shall ever be raised, kept, or kept on any part of the Property, except as follows: dogs, cats or other common household pets shall be permitted, so long as they do not exceed two (2) of any category per Lot, and horses shall be permitted, so long as they do not exceed one (1) horse per acre. No animals may be kept, bred or maintained on the Property for any commercial purposes. No animal shall be permitted to run freely away from its owner's Lot; all permitted animals must be contained by a fence or controlled at all times by a leash or harness.

17. No sign or signs of any kind shall be displayed to the public view on any Lot, except (a) those signs belonging to the Declarant or his authorized agent, (b) owner identification or address signs, or (c) one (1) sign on each Lot, which sign shall not be larger than six (6) square feet, for the purpose of advertising the Lot for sale or lease.

18. No boat, trailer, golf cart, golf cart trailer, recreational vehicle, camping unit, bus, commercial use truck, or self-propelled or towable equipment or machinery of any sort shall be stored on any street or easement in the Property or on any Lot so as to be exposed to view from adjacent streets or any other Lots in the Property. Storage of a vehicle is defined as parking without movement for a period of forty eight (48) hours or more during a period of seven (7) consecutive days. Removal of a boat, trailer, camper, recreational vehicle or other item restricted by this paragraph for short periods, so as to avoid the intent of this provision, shall not affect the running of the time periods set out herein.

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19. All buildings damaged by reason of fire, storm or otherwise, shall be repaired in a reasonable time or removed from the subject Lot at the expense of the owner.

20. Prior to the expiration of three (3) years from the date that this Declaration is recorded in the Office of the County Clerk of Burnet County, Texas, Declarant shall have the right (but shall never be obligated) to subdivide or resubdivide into Lots, by recorded Plat or in any other lawful manner, all or any part of any Lot or other land included within the Property. Until all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, no Lot shall be subdivided without Declarant's prior written consent. Thereafter, no Lot shall be subdivided into a Lot or tract of land with less than five (5.0) acres of land or less than 300 feet of frontage on the existing roads.

II. EASEMENTS

1. Declarant hereby reserves, for the benefit of the Declarant, the Association (as hereinafter defined), and their respective successors and assigns, rights-of-way and easements for the installation, operation, maintenance, repair and replacement of utilities (including without limitation, electric, water, gas, telephone, television and/or communication lines or cables), drainage facilities and systems, street and traffic signs, and landscaping (including the trimming and/or removal of trees and brush). The locations and widths of such easements reserved are described on the Plat. Within these easements, no structure, fence, planting, or other material shall be placed or permitted to remain which might damage or interfere with the installation or maintenance of utilities, drainage, signs and landscaping, or which might change the direction of flow of drainage channels in the easements or which might obstruct or retard the flow of water through drainage channels. The easements include, without limitation, the rights of ingress and egress thereon at reasonable times for construction, maintenance, repair, and replacement purposes, without the consent or approval of the owner of any Lot and without compensation or redress to the owner of any Lot by reason of such construction, maintenance, repair or replacement. Any improvements placed in the easement area by the owner of any Lot may be removed by the Declarant, by the Association, and/or any person or entity having any right, title, or interest in the easement, including, without limitation, any public authority or utility company, all without liability to the Declarant, the Association, or such public authority or utility, and at the sole expense of the owner of said Lot.

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2. Declarant further reserves, for the benefit of the Declarant, the Association, and their respective successors and assigns, an easement under and above all roads and streets in the Property for the purpose of installing, operating, and maintaining any and all improvements in connection with the utility and drainage easements.

3. Declarant further reserves, for the benefit of the Declarant, the Association, and their respective successors and assigns, a conservation easement area (the "Conservation Easement Area") to improve the quality of storm water runoff from developed lands, to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. The locations and widths of the Conservation Easement Area are shown on the Plat. The following activities are prohibited in the Conservation Easement Area:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground; provided, however, that the construction of a driveway if necessary to access a residence constructed on a Lot and the construction of a wood plank or rail fence, as set out in Section I(9), above, shall be permitted;
- (b) Dumping or placing of soil or other substance or material as landfill, or the dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destructions of trees having a caliper of greater than four (4.0) inches, except to the extent necessary for the construction of a permitted driveway or fence;
- (d) Excavation, dredging, or removal of gravel, soil, rock or other material or substance in such manner as to affect the surface, except to the extent necessary for the construction of a permitted driveway or fence;
- (e) Pumping, production or removal of ground or surface water;
- (d) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

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The owner of a Lot within the Conservation Easement Area shall establish, restore, maintain and preserve native grass vegetation within the Conservation Easement Area on that Lot.

4. In addition to those easements shown on the Plat, Declarant hereby reserves, for the benefit of the Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Burnet County, or any other public or private utility company, upon, over, under and across the Property, including those portions of all Lots as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining and using utilities (including without limitation, electric, water, gas, telephone, television and/or communication lines or cables), drainage facilities and systems, and street and traffic signs; provided, however, that such easements shall not unreasonably affect the developability, marketability or value of any Lot. Such easements may be granted or accepted by the Declarant or by the Association; provided, however, that until all of the land area within the Property (including annexations thereto) has been sold or conveyed by the Declarant to third parties, the Association must obtain the written consent of the Declarant prior to granting or accepting any such easements.

5. All Lots in the Property are subject to any and all easements and rights of way provided for in this Declaration or in the Plat, and are further subject to natural drainage easements.

6. Declarant reserves the right to abandon, assign, dedicate and/or convey any and all easements provided for in this Declaration or in the Plat and any rights and interests therein at any time and from time to time in Declarant's sole discretion.

III.
ARCHITECTURAL CONTROL COMMITTEE

1. The Declarant shall establish an architectural control committee (the "Committee"). No Improvement shall be erected, constructed, placed or altered on any Lot or other portion of the Property until the construction plans and specifications and a plot plan showing the location thereof, have been submitted to and approved by the Committee. The decision of the Committee shall be final, conclusive and binding upon the applicant.

2. A majority of the Committee may take any action or designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Final construction building plans and specifications shall be submitted to the Committee for approval or disapproval, in such form and detail as the Committee may deem necessary. If the Committee fails to approve or

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disapprove such plans and specifications within thirty (30) days after they have been received by it, then Committee approval shall be presumed.

3. The Committee may authorize variances from compliance with any of the provisions of this Declaration, including restrictions upon height, size, placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations or any other reasonable item may, in the Committee's judgment and discretion, require. The Committee's decision on a requested variance shall be final, conclusive and binding. Such variances must be evidenced in writing, must be signed by at least one member of the Committee or its representative designated in writing, and shall become effective upon their execution. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular provision hereof covered by the variance, and only for the particular Lot in question.

4. The Committee shall consist of three (3) members who shall be natural persons, who shall be appointed, elected and/or removed as follows:

- (a) Until all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, Declarant shall have the exclusive power and right to appoint and remove the members of the Committee and to fill vacancies thereon.
- (b) After all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, the members of the Committee shall be appointed and removed and vacancies thereon shall be filled by the board of directors of the Association.

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IV.
PROPERTY OWNERS ASSOCIATION

1. Stone Mountain Texas Property Owners Association, a Texas non-profit corporation (the "Association") shall be responsible for the maintenance of the roadways and other commonly-owned lands and improvements, as designated on the Plat, including the entry gate of the Property. Use of the common facilities within the Property shall be limited to the Lot owners, their families and guests, and the Declarant (and its guests or invitees) until all of the land area within the

Property (including annexations thereto) has been sold or conveyed by Declarant to third parties. Each owner of a Lot shall have a right and easement of use of the commonly owned land and improvements appurtenant to such Lot. Each owner of a Lot shall be responsible for any damage caused by such owner, his family or guests to commonly owned land and improvements.

2. Each owner of a fee simple interest in a Lot shall be a member of the Association. The Association will have two classes of voting members: "Lot Owner Members" and the Declarant. Lot Owner Members will be all owners of Lots in the Property, with the exception of the Declarant, and will be entitled to one (1) vote for each Lot owned on each matter with respect to which the members of the Association are entitled to vote pursuant to this Declaration or the bylaws of the Association. When more than one person holds a fee simple interest in any Lot, all such persons will be members; the vote for such lot will be exercised as such members may determine among themselves, but in no event will more than one vote be cast with respect to any Lot owned by Lot Owner Members. The Declarant will be entitled to three (3) votes for each Lot owned. Upon the sale or other conveyance of all Lots by the Declarant to third parties, the Declarant's membership in the Association shall cease, and there shall be a single class of voting members, each entitled to one (1) vote for each Lot owned.

3. No Lot owner (other than the Declarant) shall be entitled to exercise any right as a member of the Association, including without limitation the use of the commonly owned land and improvements, at any time that the Lot owner is: (a) in violation of any portion of this Declaration or the bylaws of the Association; or (b) delinquent in the full, complete and timely payment of any Regular Assessment, Special Assessment, or any other fee, charge or fine, which is levied, payable or collectible pursuant to the provisions of this Declaration or the bylaws of the Association.

4. The initial board of directors of the Association will be composed of three individuals appointed by the Declarant, who shall serve until their respective successors are elected and qualified. Any vacancy that occurs in the initial board of directors by reason of death, resignation, removal, or otherwise, may be filled at a meeting of the board of directors by the affirmative vote of a majority of the remaining directors. When all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, a meeting of the members of the Association will be held to elect a new slate of directors. The directors will carry out the business of the Association in accordance with the bylaws of the Association.

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5. Quorum, notice and voting requirements of and pertaining to the Association may be set forth in the articles and/or the bylaws of the Association, as either or both may be amended from time to time.

V.
ASSESSMENTS

1. An annual assessment (the "Regular Assessment") will be made upon each Lot (other than Lots owned by the Declarant), for the proper maintenance, repair and replacement of the roads, gate, lighting, and other improvements relating to the Property and commonly owned land therein, to improve, beautify, maintain, manage and operate the Property and the commonly owned land therein, to pay taxes and insurance premiums thereon, and to promote the recreation, health, safety, convenience and welfare of the members of the Association. The Board of Directors shall from time to time set, fix and levy the Regular Assessment at an amount not in excess of the maximum permitted herein based on an estimate of the annual cost for such costs and expenses, plus incidental general and administrative costs of Association. Reasonable reserves may be established for such purposes.

2. The initial Regular Assessment shall be four hundred dollars (\$400.00) annually per Lot. Beginning on January 1, 2006, and as of each January 1 thereafter, the board of directors of the Association shall levy on each Lot (other than Lots owned by the Declarant) and collect from the owner thereof a Regular Assessment for each Lot, which shall be due and payable as provided hereinafter. From and after January 1, 2007, the maximum Regular Assessment may not be increased by an amount in excess of ten percent (10%) in a given year (over the maximum Regular Assessment permitted in the prior year) except by the affirmative approval of a majority of the votes of each class of Members present (in person or by proxy) and entitled to vote at any regular or special meeting of the members of the Association duly called and held for such purpose.

3. In addition to the Regular Assessments authorized above, the Association may levy on each Lot (other than Lots owned by the Declarant) in any calendar year, and collect from the owner thereof, one or more special assessments ("Special Assessments") applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, purchase, acquisition, repair, or replacement of improvements relating to the Property and commonly owned land therein, including necessary fixtures and personal property related thereto, or for unusual or emergency purposes; provided, however, that any such special Assessment must have the affirmative approval of two-thirds (2/3) of the votes of each class of Members present (in person or by proxy) and entitled to

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vote at any regular or special meeting of the members of the Association duly called and held for such purpose.

4. Until all of the land area within the Property (including annexations thereto) has been sold or conveyed by Declarant to third parties, no Lot owned by the Declarant shall be subject to Regular or Special Assessments under this Declaration.

5. Each owner by acceptance of a deed for a Lot, whether or not expressed in such deed, shall be deemed to have consented to pay such Regular and Special Assessments. Declarant hereby reserves, for the benefit of the Declarant, the Association, and their respective successors and assigns, a vendor's lien against each Lot to secure the payment of assessments, plus any reasonable court costs and attorney's fees incurred in connection with the collection of same. Such lien may be enforced by appropriate judicial proceedings. Assessments shall be payable to Association, its successors and assigns; such assessment liens shall attach on the first day of each year commencing in the year 2006. Such assessment liens shall be junior and subordinate only to: (i) any duly recorded mortgages or other liens which may be placed on the Lots as security for an interim construction or permanent loan for financing a dwelling or other improvements complying with this Declaration, and/or any purchase money loan for a Lot and such improvements; and (ii) any lien for ad valorem taxes on such lots and improvements.

6. Any Regular Assessment or Special Assessment not paid within thirty (30) days after the due date shall bear interest at the lesser of ten percent (10%) per annum or the maximum per annum ceiling rate allowed by applicable usury laws from the due date until paid.

VI.
GENERAL PROVISIONS

1. "Declarant" shall mean and refer to Martex Investments Ltd., a Texas limited partnership ("Martex"), the Declarant herein, and its successors and assigns if (i) such successors or assigns should acquire more than one Lot from Martex, and (ii) such successors or assigns are designated in writing by Martex as a successor or assignee of all or part of the rights of Martex, as Declarant hereunder.

2. Each contract, deed, deed of trust, or other instrument which may be hereafter executed with respect to the Property, or any portion or interest therein, shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions contained in this Declaration, regardless of whether or not any of such terms and provisions are set forth or referred to therein. Every

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person or legal entity who or which shall hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the public records of Burnet County, Texas, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person or legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

3. Nothing contained in this Declaration shall be deemed to constitute a dedication of the Property, or any portion or portions thereof, to any governmental body or agency or to the general public, or construed to create any rights in or for the benefit of any persons other than Declarant, the owner of each Lot, and their respective mortgagees, successors, assigns, tenants, vendors, employees, officers, concessionaires, agents, patrons, licensees and invitees, if any, it being the intention that this Declaration shall be strictly limited to and for the purposes herein expressed.

4. Any or all of the rights, powers, duties and reservations herein granted or reserved to or conferred upon Declarant may be assigned by Declarant to any person or legal entity who or which shall assume the obligations of Declarant pertaining to the particular rights, powers, duties and reservations so assigned, and upon the execution by any such person or legal entity of an instrument evidencing its acceptance of such assignment and its assumption of such duties, and the recordation of such instrument in the public records of Burnet County, Texas, it shall, to the extent of such assignment, have the same rights, powers and reservations and be subject to the same duties as are herein given or reserved to or conferred upon Declarant and Declarant shall be released from any such future duties provided that such release shall not apply to any duties arising prior to such assignment.

5. The covenants, conditions and restrictions herein shall constitute covenants running with the Property and shall be binding upon Declarant, its successors and assigns and upon all persons or entities acquiring Lots, whether by purchase, descent, devise, gift or otherwise for a term ending January 1, 2030, which this Declaration shall be automatically extended for successive periods of (10) years unless abolished by a majority in interest of owners of Lots. Each person or entity, by the acceptance of title to any Lot shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein.

6. The owners of the legal title to not less than two thirds (2/3) of the total number of Lots (as then shown by the records of Burnet County, Texas) may

amend this Declaration then existing by filing the appropriate instrument containing such amendments in the office of the County Clerk of Burnet County, Texas.

7. The terms and provisions of this Declaration shall run with and bind the land included in the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the owner of any Lot, and by their respective legal representatives, heirs, successors and assigns. This Declaration may be enforced in any proceeding at law or in equity against any person or entity violating or threatening to violate any term or provision hereof, to enjoin or restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration, and failure of Declarant, the Association, or any owner to enforce any term or provision of this Declaration shall never be deemed a waiver of the right to so thereafter.

8. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument, which may be then existing as to any Lot.

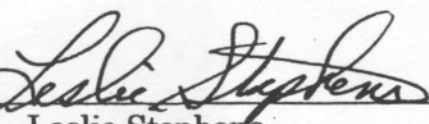
9. Invalidation of any one of this Declaration, or any portion thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event that any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by a governmental agency which may have jurisdiction over the Property, then such governmental requirement shall control.

EXECUTED this the 27th day of May, 2005.

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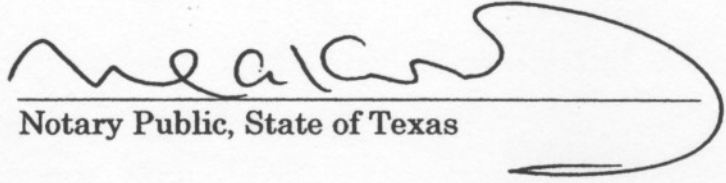
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Martex Investments Ltd.

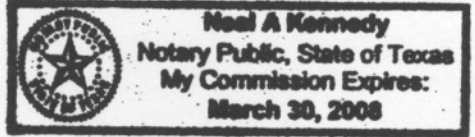
BY: 
Leslie Stephens
Manager of Martex Equipment LC,
General Partner of Martex
Investments Ltd.

STATE OF TEXAS §
 §
COUNTY OF BURNET §

This instrument was acknowledged before me on May 27, 2005, by Leslie Stephens as Manager of Martex Equipment LC, general partner of Martex Investments Ltd.



Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Neal A. Kennedy
Kennedy Law Office PLLC
404 Main Street
Marble Falls, Texas 78654

AFTER RECORDING RETURN TO:

Neal A. Kennedy
Kennedy Law Office PLLC
404 Main Street
Marble Falls, Texas 78654

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1335 1000

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS
OF BURNET COUNTY, TEXAS in the volume
and Page as shown.



Janet Parker
County Clerk
Burnet County, Texas
Janet Parker
DEPUTY

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.

SCANNED

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FILED

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JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

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BURNET COUNTY, TEXAS
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