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**AMENDED AND RESTATED**

**MASTER DECLARATION OF COVENANTS,**

**CONDITIONS, AND RESTRICTIONS**

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**STONE MOUNTAIN SUBDIVISION**

A Subdivision in Burnet County, Texas

**AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS 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**") was the owner and developer of all that certain real property known as Stone Mountain subdivision a subdivision located in Burnet County, Texas (the "**Property**"), according to the map 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

WHEREAS, Declarant is succeeded by the Stone Mountain Texas Property Owners Association Inc. since 2005 (the "Association"); and

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 Association 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, Association 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. One guest house or garage apartment for use by guests who do not rent the same are permitted.

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. 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 at least gravel construction and shall be kept and maintained in good repair and condition. Additionally, driveways and private roads shall have a 20' depth or longer apron at the association roads constructed of concrete, asphalt or another hard surface.

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, 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 setback 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 vegetation maintained to mitigate fire risks, ensuring weeds, grass and/or unsightly growth are properly controlled. 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 an 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, bred 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. Up to ten (10) laying chickens (no roosters) shall be permitted per Lot, provided that they are contained within the property boundaries, do not create noise disturbances, and are provided with adequate shelter maintained in a sanitary condition that does not allow for the breeding of flies or cause any odor offensive to adjacent properties. Such shelter must be located at least fifty (50) feet from all property lines. 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 Association or its authorized agent, (b) owner identification or address signs.

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.

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. No Lot shall be subdivided into a Lot or tract of land with less than five (5.0) acres of land and less than 300 feet of frontage on the existing roads.

21. The Association, by the two-thirds (2/3) approval of the Members of the Association, may at any time, and from time to time, add to the Property that is subject to this Declaration, any other land as may be determined to be appropriate. No land may be added to the Property subject to the terms of this Declaration except by the owner of such land at the time it is added to the Property. Upon the recording of a Notice of Addition of Land executed by the owner of the land being added to the Property, which Notice shall contain the joinder of the Association to evidence the consent of the Association to the addition of the land, containing the provisions set forth below in this Section (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions, and restrictions contained in this Declaration shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration; provided, any Supplemental Declaration may, but need not, provide that certain provisions of this Declaration are not applicable to the land covered by such Supplemental Declaration, or may amend or modify the provisions of this Declaration as to all or any parts of such added land.

The Notice of Addition of Land referred to herein above shall contain the following provisions:

- i. A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;
- ii. A statement that the provisions of this Declaration shall apply to the added land as set forth herein;
- iii. An adequate legal description of the added land.

22. An owner may rent their entire property provided that the lease duration is a minimum of 90 days. Seller lease back on the sale of a property are exempt from the minimum required lease duration.

## II. EASEMENTS

1. The Association hereby reserves, for the benefit of the Association (as hereinafter defined), and their respective successors and assigns, rights-of-way and easements for the installation, operation, maintenance, repairs 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 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 Association, or such public authority or utility, and at the sole expense of the owner of said Lot.

2. The Association further reserves, for the benefit of 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. The Association further reserves, for the benefit of 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 destruction of trees having a caliper of greater than four (4.0) inches, except any size ash juniper or mesquite and 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 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;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

The owner of a Lot which includes land within the Conservation Easement Area shall preserve native grass vegetation within the Conservation Easement Area on that Lot.

4. In addition to those easements shown on the Plat, the Association hereby reserves, for the benefit of 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 the Association.

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.

### III.

## ARCHITECTURAL CONTROL COMMITTEE

1. The Association 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 may be appealed to the board of directors of the association (the "Board"). The Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the subdivision's declaration.

2. A majority of the Committee may take any action or designate a representative to act for it. 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 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. The Board shall appoint, remove and fill any vacancies on the Committee. No current Board member, spouse of a current Board member or person residing in the same household of a current Board member shall serve on the Committee.

## IV. PROPERTY OWNERS ASSOCIATION

1. ~~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. 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. Members will be all owners of Lots in the Property 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.

3. The board of directors of the Association will be composed of three individuals who shall serve until their respective successors are elected and qualified. Any vacancy that occurs in the board of directors by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the board of directors by the affirmative vote of a majority of the remaining directors. The directors will carry out the business of the Association in accordance with the bylaws of the Association.

4. 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 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 Association shall levy on each Lot and collect from the owner thereof a Regular Assessment for each Lot, which shall be due and payable as provided hereinafter. 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 Members present 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 in any calendar year, and collect from the owner thereof, one or more special assessment ("**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 Member 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.

4. 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. The Association hereby reserves, for the benefit of 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.

5. 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. 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 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.

2. 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 the Association, 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.

3. The covenants, conditions and restrictions herein shall constitute covenants running with the Property and shall be binding upon the Association, 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 ten (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.

4. 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.

5. 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 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 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.

6. 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.

7. 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 September day of 8<sup>th</sup>, 2025

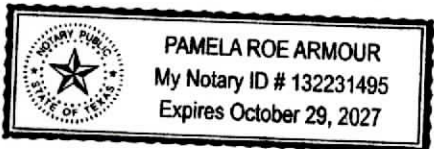
Stone Mountain Texas Property Owners Association

BY: [Signature]  
Cameron Bird  
President

BY: [Signature]  
David Butler  
Secretary

STATE OF TEXAS           §  
   §  
COUNTY OF BURNET     §

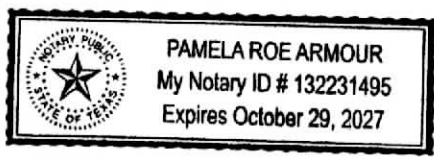
This instrument was acknowledged before me on 9/8/25 by Cameron Bird, President of the Stone Mountain Texas Property Owners Association, a Texas corporation, on behalf of said corporation.



(Personalized Seal)

[Signature]  
Notary Public's Signature

This instrument was acknowledged before me on 9/8/25 by David Butler, Secretary of the Stone Mountain Texas Property Owners Association, a Texas corporation, on behalf of said corporation.



(Personalized Seal)

[Signature]  
Notary Public's Signature