



SECOND AMENDED RESTRICTIONS AND RESTRICTIVE COVENANTS
for
BONANZA BEACH
A SUBDIVISION IN BURNET COUNTY, TEXAS

PREAMBLE

These Second Amended Restrictions and Restrictive Covenants for Bonanza Beach Subdivision are made by the **BONANZA BEACH PROPERTY OWNERS ASSOCIATION, INC.**, a Texas non-profit Corporation, its mailing address being 101 CR 138, Burnet, Texas 78611.

RECITALS

WHEREAS, Green & Lyda Enterprises, Inc. owned and developed all units in **BONANZA BEACH**, a subdivision situated in Burnet County, Texas, and described as being 43.479 acres of land, more or less, out of the Ludwig Schneider Survey No. 1026, the Logan Vandever Pre-emption Survey No. 521, and the Isaac Casner Survey No. 401, in Burnet County, Texas lying approximately North 45 West nine (9) miles from Burnet, Texas and being more particularly described in a Warranty Deed to the original owner, Green & Lyda Enterprises, Inc., dated October 1st, 1963, recorded in the Deed Records of Burnet County, Texas, reference to which is here made, which said property is shown on a plat recorded in Volume #1 at Page 174 & 176 of the Plat Records of Burnet County, Texas, and established the original Restrictions and Restrictive Covenants for said subdivision which are recorded in Burnet County Records Volume 140, pp 241-242; and

WHEREAS, as of March 21, 1983, Green & Lyda Enterprises, Inc. no longer owned land in the above described Bonanza Beach Subdivision and assigned the above rights and powers and Restrictions and Restrictive Covenants to Guy E. Green, Jr. in an Assignment recorded in Burnet County Records in Volume 312, pp 157-162; and on that same day, March 21, 1983, Guy E. Green, Jr., assigned those same rights and powers and Restrictions and Restrictive Covenants to **BONANZA BEACH PROPERTY OWNERS ASSOCIATION, INC.**, a non-profit corporation in the State of Texas, in an Assignment recorded in Burnet County Records in Volume 312, pp 163-164, making **BONANZA BEACH PROPERTY OWNERS ASSOCIATION, INC.** the **Declarant** of these Second Amended Restrictions and Restrictive Covenants; and

WHEREAS, the **Amended Restrictions and Restrictive Covenants** dated February 21, 2018 as Document #201801791 in the Burnet County, TX Public Records reflected the change in assignee and subsequent amendments passed by the required votes of Bonanza Beach Property Owners Association members, and replaced the original Restrictions and Restrictive Covenants for said **BONANZA BEACH** subdivision, and

WHEREAS, the **BONANZA BEACH PROPERTY OWNERS ASSOCIATION, INC.**, and only it, controls the Bonanza Beach Amended Restrictions and Restrictive Covenants and have voted to amend the **AMENDED RESTRICTIONS AND RESTRICTIVE COVENANTS** for said **BONANZA BEACH** subdivision (2018), and declare that the **AMENDED RESTRICTIONS AND RESTRICTIVE COVENANTS** for **BONANZA BEACH** subdivision(2018) are hereby superseded and replaced by the **SECOND AMENDED RESTRICTIONS AND RESTRICTIVE COVENANTS** for **BONANZA BEACH** subdivision:

THEREFORE, it is hereby declared that all of the property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding

on all parties having right, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assignors, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof. Each contract or deed which may hereafter be executed with regard to a Lot or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referenced to in said contract or deed.

Definitions:

- (1) **"Architectural Committee"** shall mean those persons appointed by the Board of Directors to consider and act upon all improvement plans and specifications submitted for approval pursuant to these Second Amended Restrictions and Restrictive Covenants and perform such other duties as assigned by the Board.
- (2) **"Assessments"** shall mean any assessments of the Association and includes regular annual assessments and special assessments, or other fees as levied by the Board of Directors
- (3) **"Association"** shall mean and refer to Bonanza Beach Property Owners Association, Inc., sometimes written as BBPOA.
- (4) **"Board"** shall mean the Board of Directors of the Association.
- (5) **"Common Areas"** shall mean all real property owned by the Association for the common use of all Owners.
- (6) **"Declaration"** shall refer to the Restrictions and Restrictive Covenants of Bonanza Beach, and any amendments thereto.
- (7) **"Improvement"** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, storage sheds, driveways, patios, garages, storage buildings, fences, walls, retaining walls, stairs, and decks.
- (8) **"Governing Documents"** shall mean legal documents adopted by Bonanza Beach Property Owners Association to include Restrictions and Restrictive Covenants, By Laws, policies, and rules.
- (9) **"Lien"** is a security interest in a Lot that secures the payment of Assessments.
- (10) **"Lot"** shall mean any part, parcel, or parcels of land within the Subdivision shown as a subdivided lot on the Plat or Plats of the Subdivision, together with all Improvements located thereon.
- (11) **"Member"** shall mean any person who is a property owner in Bonanza Beach and thus a Member of the BBPOA.
- (12) **"Owner"** shall mean each record holder of legal title to the fee simple interest in any Lot but excluding an owner who holds such title as security. If the fee simple title is vested in a trustee, legal title shall be deemed to be in the trustor. An Owner shall include any person who holds record title to a Lot in joint ownership with any other person, such as a husband and wife or holds an undivided fee interest therein. As applicable, Owner shall include BBPOA.
- (13) **"Plans and Specifications"** shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications on all building productions and construction techniques, plans for utility services, and all other documentation or information relevant to such improvement.
- (14) **"Subdivision"** shall mean Bonanza Beach Subdivision in Burnet County as shown by a Plat recorded in Volume #1 at pages 174 & 176 of the Plat Records of Burnet County, Texas.
- (15) **"Waiver"** shall mean to give up the right to receive formal notice of a meeting.

Article I: General Use Restrictions:

Section 1.01. Bonanza Beach is a subdivision situated in Burnet County Texas, developed by Green & Lyda Enterprises, Inc. and consisting of privately owned properties whose Owners make up the membership of the Bonanza Beach Property Owners Association, Inc. and enjoy the privileges thereof.

Section 1.02. Use Limitations: All tracts, parcels, lots and any re-subdivision thereof shall be used exclusively for residential purposes except those designated for other uses or designated as reserved. The nature and purpose of usage other than residential shall first be approved in writing by Bonanza Beach Property Owners Association, Inc., its successors, assigns or designees.

Section 1.03. Mobile Homes and Temporary Structures: No stock trailers, utility trailers over 20 feet in length, mobile homes, permanent trailer installations, shacks, stables, or barns shall be placed, erected, or permitted to remain on any residential lot.

Section 1.04. Recreational Vehicles: Owners with an established dwelling in the Bonanza Beach subdivision may store watercraft, watercraft trailers, small utility trailers less than twenty-feet (20') long, campers, travel trailers, motor homes and similar recreational vehicles within a garage, carport or at the back portion of their lot(s). Recreational vehicles should be stored with their slide-outs and fold-down steps retracted. Owners without an established dwelling in the Bonanza Beach subdivision or who have additional lot(s) not adjoining their lot with a dwelling, must store these types of vehicles in an enclosed garage as approved by the Architectural Committee on the back one-third (1/3) of a lot. Property owners with irregular lot configurations should collaborate with the Architectural Committee to determine an acceptable location.

These types of vehicles shall not be used at any time to serve as a residence or any other purpose for continuous use. Use is limited to three (3) consecutive days and to a total of 15 days per year. Neither should they be allowed to be connected to an on-site septic system or water source for any reason whatsoever.

Section 1.05 Rentals: Nothing in these Second Amended Restrictions and Restrictive Covenants shall prevent the rental of any lot and the improvements thereon by the Owner thereof for single family residential purposes provided that all leases must be for a term of at least ninety (90) consecutive days. The BBPOA Board of Directors may request any of the following information to be submitted to the Association regarding a lease or rental applicant: contact information, including the name, mailing address, phone number and email address of each person who will reside at the leased property in Bonanza Beach; the commencement date of the lease; and the term of the lease. Owner must provide its lessee copies of the BBPOA Governing Documents, and the Owner will be responsible for ensuring that the lessee complies with all BBPOA rules, restrictions, and restrictive covenants. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

Article II: Construction Restrictions:

Section 2.01. Setbacks: All structures will be set back at least twenty (20) feet from front property lines and five (5) feet from side and rear property lines, except on corner lots, the setback shall be ten (10) feet from side property lines adjacent to street.

Section 2.02. Easements: A utility easement of five (5) feet on each side of all property lines is hereby reserved.

Section 2.03. Buildings: No building other than a single-family residence containing not less than 800 square feet, exclusive of breezeways, open porches, garages and carports, shall be constructed, erected, altered, placed or permitted to remain on any residential lot. Acceptable exterior construction shall be of masonry, new stucco, wooden siding, metal siding, fiber cement siding, or approved equivalent. No home shall exceed three stories in height, a basement or drive-in garage (if so designed) would be counted as the first floor. The exterior of all buildings must be completed not later than nine (9) months after laying the foundations. Storage sheds may be constructed on the rear one-third (1/3) of such lots after completion of the permanent residence.

Section 2.04. Improvement Plans and Specifications: All building plans, specifications, plot plans and exterior designs must be approved by the BBPOA Architectural Committee in writing prior to site preparation and/or construction commencing.

Section 2.05. Architectural Committee: The Architectural Committee has the authority to review and approve Improvements within the Bonanza Beach subdivision and assist the Board in ensuring that Owners adhere to the restrictions and restrictive covenants in this document.

(a.) Membership of Architectural Committee. The Architectural Committee shall consist of a minimum of two (2) voting members ("Voting Members"). The BBPOA Board of Directors has the sole authority to appoint and remove Voting Members. Voting Members shall serve until resignation or removal. The Voting Members may appoint such additional non-voting members in an advisory capacity ("Advisory Members") as the Voting Members deem appropriate, provided that appointment of an Advisory Member shall be subject to Board approval. An unresolved violation of the R & RCs, Bylaws, rules, or guidelines shall disqualify a person from serving as a Voting Member or Advisory Member.

(b.) Approval of Applications. The Architectural Committee shall have the authority to approve or disapprove any proposed Improvement based upon the restrictions set forth herein and the decision of the Architectural Committee shall be binding. A proposed Improvement Application that is approved by the Architectural Committee in writing shall be deemed an Approved Plan. A Voting Member of the Architectural Committee shall be disqualified from voting in that member's application. Applications submitted to the Architectural Committee shall be submitted in accordance with Architectural Committee rules and requirements. The Architectural Committee shall not be responsible for inspecting any proposed Improvement during construction. Nor shall its review/approval of a property Owner's Plans and Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or being compliant with any authorities having jurisdiction i.e., Burnet County or LCRA.

(c.) Architectural Committee Rules. The Architectural Committee may adopt Architectural Committee Rules consisting of rules and procedures needed to conduct its duties and that are not in conflict with this Declaration. The Architectural Committee Rules must be approved by the Board of Directors prior to implementation and subsequently filed in the Burnet County Public Records.

(d.) Appeals. If an application for any Improvement is denied, in whole or part, by the Architectural Committee, the applicant may appeal the unfavorable determination to the Board of Directors. Any appeal must be submitted to the Board of Directors, in writing, no more than thirty (30) days following the Architectural Committee's written notification of the unfavorable determination. The determination of the Board of Directors shall be final and binding.

(e.) Work in Progress. The Architectural Committee, at its option, may inspect all work in progress or completed to ensure compliance with an Approved Plan and Specifications. In the event that any proceeding or completed work is not in compliance with the Approved Plan and with the Restrictions and Restrictive Covenants, the Architectural Committee shall have the authority to issue a directive to the Owner of the Lot(s) upon which the project is proceeding to cease all work and to immediately commence such curative action as may be necessary to bring the work into compliance with the Approved Plan and

all applicable Restrictions. If the Owner fails to comply with such directive, the Architectural Committee shall have the right to refer the matter to the Board of Directors to consider enforcement of such directive by injunctive relief or other enforcement remedy.

(f.) Variances. See Section 6.04.

Section 2.06. Unfinished Structures: No structure shall remain unfinished for more than eighteen (18) months after the same has commenced.

Section 2.07. Occupancy: No building or structure shall be occupied until the exterior is completely finished and if the exterior is of stucco, wooden siding, metal siding, or fiber cement siding, it shall be painted to industry standards.

Section 2.08. Toilets and Septic Systems: No outside toilets shall be installed, maintained, or permitted to remain on any premises. All plumbing shall be connected to a septic tank which has been approved by Burnet County and LCRA (or such other authority having jurisdiction over septic systems). Portable toilets may be placed on a lot for workers while construction projects are in progress but must be maintained (cleaned) no less than once a week.

Section 2.09. Fences: All fences shall be of a standard type approved by the Architectural Committee. Fences shall be constructed using new materials. (See Architectural Rules for specifics.)

Section 2.10. Exterior Lighting: Exterior lighting or illumination of buildings, yards, landscaping, and parking areas shall be designed and installed with adequate top and side shielding to avoid visible glare (direct or reflected) onto streets, Common Areas, private joint-use driveways, rights-of-way and/or other Lots. All exterior lighting must be approved by the Architectural Committee.

Section 2.11 Repair of Improvements: All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Property Owner.

Section 2.12. Existing Improvements: Existing improvements not currently or previously deemed to be a violation in place on a lot or lots as of the date of this amendment shall be permitted to remain unless and until impacted by a current event such as a property sale, new improvement, survey, etc. The BBPOA will work with Property Owners of existing properties that may be affected by Sections 2.01 and 2.03 to issue variances so as to avoid future conflicts. See Section 6.04 Variances for additional information. Any new construction, add-ons, expansions or additions to such existing improvements, additional construction on a lot or lots, or replacement construction due to loss or tear down will be subject to Architectural Committee approval and the standards herein. Normal repair and maintenance to existing improvements does not require approval.

Article III. Health and Safety Restrictions:

Section 3.01. Rubbish and Debris: No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot in the Subdivision and no odors shall be permitted to arise there from so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. In the event the Owner shall fail or refuse to keep or cause to be kept such Owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) calendar days after a delivery of written notice thereof, the Association may enter upon such property and remove or correct the same at the expense of the Property Owner and such entry shall not be deemed a trespass.

Section 3.02. Unsightly Articles: No article deemed to be unsightly by the Association shall be permitted to remain on any Lot. Examples of unsightly articles, but not limited to, are appliances, automobiles, tractors, golf carts, personal watercraft, ATVs, and boats that are non-functional or in a state of disrepair.

Section 3.03. Firearms/Bows: The use and discharge of firearms or hunting bows is prohibited within the Subdivision, except for self-defense and the control of dangerous animals or pests. No hunting or target practice is allowed.

Section 3.04. Hazardous Materials & Environmental Hazards: No Lot or improvements thereon shall be used for any purpose that is in violation of any environmental law.

Section 3.05. Fire Safety: Notify the Sheriff's Dept. in advance of starting any fires. No fires are permitted when under a Burn Ban. All fires are to be closely monitored, and Owners are expected to follow all Burnet County Adopted Guidelines for Outdoor Burning.

Section 3.06. Speed Limits: Property Owners and their guests shall observe the posted speed limit and always follow safe driving principles. Per state law, unlicensed drivers should not be allowed to operate motor vehicles on public roadways.

Section 3.07. Vehicle Parking: All vehicles and trailers are to be parked off the paved roadway so that other vehicles and trailers can pass. Overflow parking should be done in the park parking areas.

Section 3.08. Garbage Containers: Trash cans or bulk trash awaiting pickup should not be left out at the street for periods longer than 48 hours and should be stored in an inconspicuous location. Exceptions are allowed when lot configurations and/or garbage service routes prevent movement of cans.

Article IV: Community Restrictions and Restrictive Covenants:

Section 4.01. Noise and Noxious Activities: No horns, whistles, bells, or other sound producing devices (other than security devices used exclusively for security and septic system alarms) shall be located or used on any portion of the Subdivision. Any exterior sound producing devices must be kept to a minimum volume and must not be a nuisance to any other resident.

No offensive, noxious, immoral, or unlawful use shall be made of the premises or of any structure thereon. Nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 4.02. Livestock and Pets: No livestock typically raised on a farm to produce commodities such as meat, milk, fur, etc. are permitted on any property. Domestic household pets shall be contained within the boundaries of the Owner's property. Pets shall be vaccinated and cared for. No dogs will be allowed on any portion of the Subdivision other than the Lot(s) of its owner unless confined to a leash. The enclosed pet areas must be clean, sanitary, and free of refuse, insects, and waste at all times. Barking and other pet noises should be minimized so as not to be an annoyance or nuisance to neighbors. Pet owners are responsible for monitoring their pets to ensure they are not a nuisance, health hazard, or danger (biting, jumping, etc.) to other residents.

Section 4.03. Use of Common Areas: All Bonanza Beach property owners and members of their families shall have ingress and egress to the lake, boat ramp and to the park areas as shown on the plats of the Bonanza Beach property, subject to the rules and regulations of Bonanza Beach Property Owners

Association, Inc., its successors, assigns or designees, but all others must have written approval of said Bonanza Beach Property Owners Association, Inc., or its successors, assigns or designees. All parks, lake, boat ramp, beach improvements and accessories shall be available for use by Property Owners and members of their families and guests at their own risk. Lake access for non-waterfront property owners is limited to the park.

Section 4.04. Signage: No- signs of any kind shall be displayed upon a Lot or structures without approval in writing from the Architectural Committee (AC) except Political Signs as defined in the AC Rules, sign of not more than five (5) square feet advertising the Lot for sale or rent, no trespassing signs and one (1) security system sign of not more than one hundred (100) square inches.

Article V: General Fund and Assessments

Section 5.01. Assessments. The Association may levy Assessments as provided in this Section. The Association shall also be entitled to recover reasonable collection costs and attorney fees incurred due to non-payment or late payment of amounts due to the Association. (See BBPOA Payment Plan Policy for Assessments and Fees.)

Section 5.02. Payment of Annual Owner Assessment. The Annual Owner Assessment shall be due and payable on or before the sixtieth (60th) day following the date of the invoice of the year in which the assessment is imposed.

Section 5.03. Establishment of Annual Owner Assessment. The Annual Owner Assessment is a base annual Member Assessment of thirty dollars (\$30.00) for each Property Owner in addition to a rate of sixty dollars (\$60.00) per year on the first Lot (or fraction thereof) owned, and an Assessment of thirty dollars (\$30.00) per year for each additional Lot (or fraction thereof) owned. These amounts were established by a vote of Members in 2018 and are subject to change by a vote of the Board of Directors (Section 5.08) or a vote of Membership (Section 6.05).

Section 5.04. Special Assessments. If the Board determines that the Annual Owner Assessment is insufficient to meet costs caused by natural disasters, aging infrastructure, unexpected fees, or other unanticipated costs, the Board can call for a vote of Members on a Special Assessment that shall require approval of two-thirds (2/3) of the votes of the Members who are voting in a process consistent with the voting process in the Amendment Clause (Section 6.05).

Section 5.05. Payment of Annual Owner Assessment – Enforcement: Any amount not paid by the tenth (10) day after the due date shall be deemed delinquent. The Board of Directors has the right to establish and assess a late charge as well as to assess interest thereafter until paid. To secure payment of the Annual Owner Assessment, all other Assessments payable to the Association, interest, late charges, collection costs, and any other debt or obligation owed by the Owner to the Association, a vendor's lien and superior title to each Lot shall be retained and reserved by and in favor of the Association, which vendor's lien and superior title shall be enforceable through appropriate judicial proceedings by the Association, and such vendor's lien and superior title may be enforced by foreclosure by the Association on the defaulting Owner's Lot in like manner as a mortgage on real property if allowed by applicable law.

Section 5.06. Individual Assessments. Individual Assessments may be levied by resolution of the Board of Directors with respect to damage caused by an Owner to Common Areas; or for the Owner's failure to comply with the provisions of this Declaration. In the event the Board of Directors adopts a fine schedule for violations of the Declaration or the Rules, fines levied against an Owner shall be deemed an

Individual Assessment and shall be a lien upon the Lot and the personal obligation of the Owner. Such Assessments may be enforced and collected as provided herein.

Section 5.07. Use of General Fund. Annual Owner Assessments, Special Assessments, Individual Assessments, and any other funds collected by the Association shall be paid into the General Fund to be held for the use and benefit, directly or indirectly, of the Association, and to enable the Association to carry out its duties and obligations as set forth in this Declaration, Rules, Guidelines, and Policies of the Association, and in the Articles of Incorporation and Bylaws of the Association. The Secretary/Treasurer of the Association shall provide a Treasurer's Report to the Board of Directors at each scheduled Board meeting and an Annual Treasurer's Report to Members at the Annual Meeting of Members.

Section 5.08. Change in Annual Owner Assessment. The Annual Owner Assessment may be adjusted by a two-thirds (2/3) vote of the Board of Directors to address rising costs and expenses but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of Association Members. Such increases should not be assessed for more than two consecutive years. Any increase in the Annual Owner Assessment of more than ten percent (10%) above that of the previous year shall require approval of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5.09. Subordination of Assessment Liens: The Annual Owner Assessment Lien and Special Assessment Lien provided for herein shall be subordinated to and shall be secondary and inferior to all other prior or subsequent voluntary liens established on said property by means of a Deed of Trust or Builder's and Mechanic's Lien Contract. The Assessment Liens shall not be subordinated to any tax liens or other similar non-voluntary liens.

Article VI: Miscellaneous Restrictions and Covenants:

Section 6.01. Validation: The invalidation of any one of these covenants or restrictions by statute, judgment or court order shall in no way affect any of the other provisions, restrictions, or covenants, which shall remain in full force and effect.

Section 6.02. Rights: If the property owners in Bonanza Beach subdivision, their heirs, administrators, executors, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for Bonanza Beach Property Owners Association, Inc., its successors or assigns, or any person or persons owning any real property situated in Bonanza Beach Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him, or them, from so doing or to recover damages for such violation.

Section 6.03. Failure to Enforce: The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of this Declaration.

Section 6.04. Variance: The Bonanza Beach Property Owner's Association, Inc.'s Architectural Committee may issue a written variance to the deed restrictions to any Lot owner and such variance shall not be a waiver of the deed restrictions as to other Lots. Property Owners may apply for a variance. (Refer to the BBPOA Architectural Committee Rules for process.) Variances granted by the Architectural Committee/Board of Directors should be filed in the Burnet County Public Records so as to track with the property in future transactions.

Section 6.05. Amendment: This Declaration of Restrictions and Restrictive Covenants may be extended, amended, or terminated in whole or in part upon the approval by vote of no less than two-thirds (2/3) of the members of the Board of Directors (officers and directors) of Bonanza Beach Property Owners Association, Inc. and approved by no less than two-thirds (2/3) of the voting Property Owners in the Bonanza Beach Subdivision.

A Property Owner who has provided Bonanza Beach Property Owners Association, Inc. with his/her name and current mailing address will be given a thirty (30) day written notice that includes the exact language of any proposed change(s) or amendment(s) to these Restrictions and Restrictive Covenants and a ballot. The ballot should be completed, returned, and received by the Bonanza Beach Property Owners Association, Inc. by the expiration of thirty (30) days from the mailing date of the notice and ballot.

During a vote on any change(s) or amendment(s) to these Restrictions and Restrictive Covenants, a Property Owner may not cast more than one vote, regardless of the number of Lots the person owns. If more than one person owns interest in a Lot or group of Lots, the owners may cast only one vote for the Lot(s). A person may not vote if the person has an interest in a Lot by virtue of being a lien holder.

If any new or amended restriction(s) or covenant(s) is/are approved, then every Property Owner in the Bonanza Beach Subdivision shall be bound by the new or amended restriction(s) or covenant(s). The new or amended restriction(s) or covenant(s) shall become effective once a document reflecting the changes is signed by a duly elected officer of Bonanza Beach Property Owners Association, Inc and filed in the Public Records of Burnet County, Texas.

Section 6.06. Duration: This Declaration and the covenants and restrictions set out herein shall run with the Lots and Common Areas in the Subdivision and shall inure to the benefit of and be enforceable by every Owner of Lots in the Subdivision, including the Association, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date of this Declaration and continuing for perpetuity unless a change (the word "change" includes additions, deletions, or modifications thereto, in whole or in part) is approved per the process described in Section 6.05 for Amendments.

These Second Amended Restrictions and Restrictive Covenants were approved by a vote of Membership on August 2, 2025.

Witnessed and EXECUTED this 24 day of OCTOBER, 2025,



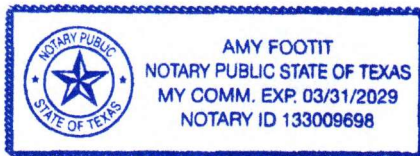
Bonanza Beach Property Owners Association, Inc.

By: [Signature]
Farrell R. Prewitt, President

Attest: [Signature]
Josef Sigmund, Secretary-Treasurer

State of Texas ()
County of Burnet ()

BEFORE ME, the undersigned notary public, on this 24 day of October, 2025, personally appeared FARRELL R. PREWITT, President of the Bonanza Beach Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

State of Texas ()
County of Burnet ()

BEFORE ME, the undersigned notary public, on this 24 day of October, 2025, personally appeared JOSEF SIGMUND, Secretary-Treasurer of the Bonanza Beach Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



[Signature]
Notary Public in and for the State of Texas

Return Original to:
Bonanza Beach POA, Inc.
101 CR 138, Burnet, Texas 78611

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 202510735

AMD Fee: \$97.00
10/24/2025 09:16 AM

[Signature]

Vicinta Stafford, County Clerk
Burnet County, Texas