

## **CORRECTED DECLARATION OF COVENANTS AND RESTRICTIONS**

This Corrected Declaration of Covenants and Restrictions (“Corrected Declaration”) is made by CR15 Property, L.P., a Texas limited partnership (whether one or more “Declarant”) on the date set forth below for the purpose of correcting and clarifying the property the subject thereto. This Corrected Declaration corrects, restates and clarifies that certain Declaration of Covenants and Restrictions recorded on February 7, 2005 at Volume 405, Page 748 of the Deed Records of Lampasas County, Texas.

### **WITNESSETH:**

WHEREAS, Declarant is the owner of that certain real property located in Lampasas County, Texas more specifically described as follows, to wit (the “Property”):

TRACT I: Being 175.22 acres, more or less, comprised of 173.084 acres, more or less of the James Nichols Survey Abstract No. 521 and 2.638 acres, more or less, of the George Byerly Survey No. 118, Abstract No. 29, Lampasas County, Texas and being more particularly described by metes and bounds on Exhibit “A” hereto.

TRACT II: Being .029 acres, more or less, out of the James Nichols Survey Abstract No. 521 and being out of and a part of a 336.86 acre tract of land conveyed to Emma Laura Garner and recorded in Volume 170, Page 581 and in Volume 170, Page 808 of the Deed Records of Lampasas County, Texas and more particularly described by metes and bounds description in Exhibit “B” attached hereto and incorporated herein by reference for all purposes.

WHEREAS, Declarant desires to provide for the preservation of the values, the orderly development and the continued upkeep and maintenance of the Property, and to this end, desires to subject the Property to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof;

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, reservations, liens, charges, and easements (sometimes hereinafter collectively referred to as “covenants and restrictions”), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the described Property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

### **ARTICLE I EXTERIOR MAINTENANCE**

- 1.1 In the event that an owner of any portion of the Property shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, Declarant and/or adjacent land owners subject to this Declaration shall have the

right but not the obligation, through its agents and employees, to cause the Property Owner to repair, maintain and restore the Property and the exterior of the buildings and any other improvements erected thereon, all at the expense of the owner.

## **ARTICLE II BUILDING AND USE RESTRICTIONS**

- 2.1 Residence Buildings and Garage. No building or other structure shall be built, placed, constructed, reconstructed, or altered on any portion of the Property other than a single family residence, bona fide servants' quarters, guest houses, garages, carports, workshops, barns or other animal shelter; and no structure shall be occupied or used until the exterior construction thereof is completed.
- 2.2 Single Family Residential Use. The Property shall be used and occupied for single family residential purposes only. No owner or other occupant shall use or occupy any portion of the Property, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the owner or their tenant and their families and domestic servants employed on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of the Property for duplex apartments, or other multifamily apartment use. Agriculture oriented businesses are acceptable and will be allowed.
- 2.3 Prohibited Uses. The following uses are prohibited on the Property: (a) Scrap yards; (b) Wrecking yards; (c) Junkyards; and (d) Sexually oriented or "adult" businesses.
- 2.4 Temporary and Other Structures. No structure of a temporary character, mobile home (whether or not converted to an immobile, permanent status), modular, or prefabricated home, tent or shack, shall be placed on any portion of the Property, either temporarily or permanently. Recreational vehicles and campers are allowed but must not be used as a residence and must be parked out of view of the road and other tracts. Mobile/temporary housing will be allowed for a period not to exceed one year while constructing a permanent residence.
- 2.5 Minimum Floor Area and Exterior Walls. Any single story residence constructed on the Property must have a ground floor area of not less than 1,200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.
- 2.6 Reconveyance. No portion of the Property shall be conveyed by any owner in less than ten (10) acre tracts.
- 2.7 Nuisance. No noxious or offensive activity shall be carried on or permitted upon any portion of the Property nor shall anything be done thereon which may be or

become any annoyance or nuisance to owners or contiguous land. No dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted upon any right-of-way or on any portion of the Property (except inside a closed garage).

- 2.8 Rubbish, Trash, and Garbage. No portion of the Property shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers and screened from public view. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

### **ARTICLE III INGRESS AND EGRESS EASEMENTS**

- 3.1 Right of use for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility.

### **ARTICLE IV GENERAL PROVISIONS**

- 4.1 Enforcement. Declarant or any owner of any portion of the Property subject to this Declaration shall have the right but not the obligation to enforce all restrictions, conditions and reservations now or hereafter imposed by the provisions of this Declaration. Enforcement shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Reasonable attorney's fees shall be allowed to any party prevailing in any action in any court of competent jurisdiction to enforce any of the provisions contained in this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 4.2 Severability. Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.
- 4.3 Interpretation. If this Declaration, or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.
- 4.4 Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and any and all portions thereof

and shall inure to the benefit of, and be enforceable by, the Declarant or the owner of any portion of the Property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by all owners of the Property subject to this Declaration. No amendment shall be effective until recorded in the Real Property Records of Lampasas County, Texas.

**EXECUTED** on this the 1<sup>st</sup> day of March, 2005 to be effective as of February 7, 2005.

CR Property, L.P., a Texas limited partnership

BY: Bobcat Ventures, LLC., a Texas limited liability company, its general partner

BY: \_\_\_\_\_  
Cathy D. Vann  
One of Its Co-Managers

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the 1<sup>st</sup> day of March, 2005 by Robert D. Starnes one of the Co-Managers of Bobcat Ventures, a Texas limited liability company, the general partner of CR15 Property, L.P., a Texas limited partnership and on behalf of said company and limited partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT "A"**  
**LEGAL DESCRIPTION TRACT I**

**[to be attached]**