

C1-C2030002 GR/KC(3)

14

RETURN TO STEWART TITLE

TRV 2002049327
14 PGS

STATE OF TEXAS §
COUNTY OF TRAVIS §

DECLARATION
of Covenants, Conditions & Restrictions

ILLAND OFFICE, L P ("Declarant"), is the owner of all of that certain real property (the "Property") located in Travis County, Texas, described as follows

All that certain real property located in Travis County, Texas, more particularly described by metes and bounds in Exhibit "A" within 300' of the ROW of Highway 71, attached hereto and made a part hereof

For the purpose of protecting the value and desirability of the Property, Declarant hereby imposes the following easements, covenants, and restrictions upon all of the Property, which shall run with the land and be binding on all Owners (the "Owners") having any rights, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which covenants and restrictions shall inure to the benefit of each owner of any part of the Property

A. LAND USE

- 1 Commercial, Retail, Light Industrial, Residential, Farming and Ranching Uses only All of Property is restricted to these uses No auto repair or service or boat repairs facilities are allowed No fast food or drive in restaurants are allowed within 350 feet of that one certain access easement more fully described in Document 2002049326 (Travis County, Texas (the "Easement Tract"))
- 2 Liquor - No lot or portion of the property or structures thereon shall be used for a bar or liquor by the drink business This provision does not preclude restaurants serving liquor as a complement to its basic food sales, liquor sales by a store that sales general grocery items or a Liquor store that sales Liquor to be consumed off property
- 3 Junk No junk or junk yards of any kind or character are permitted, nor is any accumulation of scrap, building materials, inoperative vehicles, machinery or other unsightly storage of property is permitted

4. **Nuisance.** No portion of the Property may be used in a manner that adversely affects adjoining property Owners or creates an annoyance, nuisance or hazard to other property Owners. This includes noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.

5. **Number & Size of Buildings: Construction Time** All exterior walls of all buildings must be completed within one year after commencement of work or the placing of materials on the a tract, whichever occurs the earliest.

6. **Signs.** Each Owner shall have the right to attach a sign or signs to building that identify that building, occupant of building and/or name of business located in that building. Only one (1) sign, detached from the building and of a permanent nature, not exceeding 200 square foot per side for the primary business conducted on the premises and other signs not to exceeding 30 square feet per side for each secondary business conducted on Property, may be placed on each lot or tract, subject to the architectural control committee approval and restrictions of local and state ordinances, laws and regulations. No billboard signs that advertise off-site businesses shall be allowed. Other than "For Sale" or "For Lease" signs advertising the sale or lease of all or any portion of the property no temporary or portable signs will be permitted

7. **Antenna.** No antenna of any kind that exceed 70' in height shall be located on any lots. Any antenna pole or support must be located at least as far away from any lot boundary as the height of the antenna. (Example - if the top of the antenna is 70' off the ground. The support or pole must be at least 70' from all property lines.

8. **Building Materials & Design.** All buildings erected on the Property shall be of new construction and materials. All buildings shall be of traditional country mode and no "modern-looking" facilities (such as "dome homes" or underground dwellings or geodesic structures) which would look out of place in rural surroundings will be allowed. No building or portion of buildings of old materials may be moved onto the Property. No tents, campers, trailers, motorhomes, or mobile homes may be used on any of the Property for residential purposes, whether on a temporary or permanent basis. No pre-manufactured, manufactured housing, modular, trailer, mobile home or any other structure not built on the tract shall be permitted. Construction trailers and storage buildings are allowed during building construction and must be removed prior to occupancy. Declarant, at Declarant's sole discretion, retains the right to waive this section to allow a residence of historical merit and architectural significance to be moved onto the Property and be refurbished as a quality residence.

9. **Appearance.** All structures must have a neat and attractive appearance at all times. All portions of the tract shall be kept in a clean and orderly condition at all times, and all trash, garbage and other waste shall be kept in sanitary containers. This is not intended to apply to farming and ranching or related activities.

10. **Septic Tanks and Water Systems.** No outside toilets, privies or cesspools will be permitted, and no installation of any type of sewage disposal device shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any water body. All septic tanks must conform to the regulations of the State and County concerning septic systems and may only be installed by licensed professionals. No septic tank may be constructed within 150 feet of any water system on a portion or tract of the Property. Each Owner of a tract shall be responsible for their own water system (i.e., well or water collection system) on their separate tract. Any water system shall conform to the State and County regulation concerning water systems, and may only be installed by licensed professionals. Inspections and certification by each of the regulatory governmental entities having jurisdiction shall be required. Each Owner shall be solely responsible for the successful drilling, installation and operation of the septic tank and water system.

11. **Firearms & Fireworks.** The use of firearms for recreational or hunting purposes on any portion of the Property is strictly prohibited. No fireworks are allowed on any portion of the Property, at any time, including holidays. Sale of fireworks on a temporary basis is allowed.

12. **Storage Buildings and Barns.** No structures except used for storage purposes shall be erected or placed upon any part of the Property which will be visible from any roadway, unless approved by the Committee. If allowed, such structures shall be constructed of the same materials and construction methods as the primary structure and neatly maintained.

13. **Vehicles.** No campers, buses, boats, boat trailers or recreational vehicles of any type shall be permitted to be parked or kept on the front one-third of any tract or visible from the Highway. All vehicles shall be parked on the Owner's tract and not on the street or road.

14. **Fences.** Only fences made of wood, split rail decorative iron and/or masonry are permitted to be constructed in the front portion of the tract (that portion which fronts on Highway 71). New construction or replacement of barbed wire fences and/or corrugated metal fences is prohibited. All new fencing requires the approval of the Declarant or his assigns.

15. **Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, of any kind, rocks, stones, sand, gravel, aggregate or earth other than normal farming and ranching activities such as construction of earthen tanks or harvesting of stone on site for site related construction.

16. **Compliance and Restrictions.** Each Owner shall comply (i) strictly with these provisions of these restrictions as the same may be amended from time to time, and (ii) with all governmental requirements applicable to the ownership, use, development, occupancy, maintenance and repair of all or any portion of the Property. Failure to comply with any of these restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both.

B. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved along and within ten feet (10 ft.) on each side of all roads constructed by the Declarant within the Property. A fifteen foot (15ft.) Public Utility Easement and possible future ROW, if necessary for a turn lane, is reserved along Highway 71. A ten-foot (10 ft.) easement along the front and rear property lines and along all side property lines of the tract is also reserved. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may affect the direction or flow of surface water drainage in the easements. Within such easements, the right of use and ingress and egress shall be had at all times for the installation, construction, operation, maintenance, repair, replacement, relocation or removal of any utility and drainage facility, together with the right to remove any obstructions or improvements that may be placed within any such easement which may interfere with the use of such easement for the purposes herein set forth. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority or utility company is responsible. A utility easement may be used for any and all utilities, including water, sewage disposal, drainage, telephone, gas, cable T.V., and electricity unless expressly limited to a specific use on any plat of the Property or stated in a conveyance.

C. BUILDING SETBACK LINES

1. Buildings shall be a minimum of twenty five (25) feet from the front property line.
2. No building or other structure (other than a boundary-line fence) shall be located on the tract: (a) less than one hundred feet from the Easement Tract, or (b) less than ten feet from side property lines, or (c) less than twenty five feet from any rear property lines. If one owner owns two (or more) adjoining tracts, the building lines along the side property lines between the adjoining tracts shall not prohibit the construction of improvements across the common lot line.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

The Declarant is hereby established as the Upper Lick Creek Ranch Architectural Control Committee (hereinafter referred to as the "Committee"), for the purpose of approving all construction plans, plot plans, septic tank and water system plans, residences, structures, fences, and other improvements to be built or placed upon any tract. The Committee may also enforce these restrictions or amend them in any manner that they shall deem appropriate and to the best interest of the subdivision. No structure, building, septic tank and drain field or water system, fence or driveway shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structures has been approved by the Committee as to the quality of workmanship and as to location with respect to topography and finish grade elevation. The Architectural Control Committee shall be the Declarant until such time as Declarant no longer owns any of the Property. Thereafter, it shall consist of at least two persons elected by a majority of the affected property owners'. In the event of death or resignation of a member of the Committee, the remaining members

may appoint a successor to serve until the next meeting of the Property Owners'. The Committee as required in these Covenants shall indicate approval or lack of it in writing. If the Committee or its designated representative fails to approve or disapprove within thirty days plans and specifications that have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

E. MISCELLANEOUS

1. **Subdivision Plat.** The Declarant and Owner of the tract hereby acknowledge and agree that at some time in the future, one or more reasons may exist which would require that the tracts of the Property be platted into a recorded subdivision. Declarant and Owner, their successors or assigns, reserve and shall have the right to subdivide their respective Tracts in accordance with the subdivision standards of Travis County, Texas, without the necessity of having to obtain the consent or joinder of the owners of the other Tract. It is acknowledged that any such subdivisions shall have access over, across, upon, under and within the easements hereby granted on and subject to the provisions set forth in this document and to any applicable governmental rules and regulations. Notwithstanding the foregoing, however, upon request from the subdividing party, the non-subdividing party agrees to execute, within thirty (30) days after receipt of such request, a consent, a "balance of tract" waiver, or other document as may be required by Travis County to satisfy the requirements of Travis County for the filing, processing and approval of subdivision plats of the subdividing party's Tract, provided, (i) such consent, waiver, or document is consistent with the terms and provisions of this Document, and (ii) no obligations or liabilities are imposed upon the non-subdividing parties or their properties except only, and to the extent, set forth in this document.

2. **Re-Subdivision.** No re-subdivision of any tract shall be permitted if such re-subdivision creates or causes a tract or any portion thereof to be less than 1.0 acre in size.

3. **Rights Run With the Land** The restrictive covenants and use limitations herein provided for on the Property are hereby declared to be covenants running with land and shall be fully binding upon all persons acquiring title to any tracts within the Property, including the right to acquire title to any such tracts by contract or otherwise, whether by descent, devise, purchase or otherwise, and any person procuring the right by contract to acquire title to any tracts, shall thereby agree to the covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Real Property Records of Travis County, Texas, and with this being true without regard to whether or not such person has actual notice of these restrictive covenants and use limitations on such land by reference hereto in the instrument or instruments under which he acquired the title to, or the right to acquire title to, any tract.

4. **Duration.** The restrictive covenants and use limitations herein published and impressed on all tracts in the Property shall be binding on all of the Owners of such tracts for a period of twenty years, it is agreed that these restrictive covenants and use limitations shall terminate as to Property and tracts. After the initial twenty year period, this Declaration shall be automatically extended for

successive periods of ten years each, unless extinguished by a written instrument executed by a vote of the Owners of two-thirds of the tracts herein described.

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

6. **Remedies.** It is expressly understood that the Declarant, its successors, legal representatives, or assigns or any one or more of the Owners of tracts, shall have the right to enforce the restrictive covenants and use limitations herein provided for the tracts and the Property by injunction, either prohibitory or mandatory or both, in order to prevent a breach thereof or to enforce the observance thereof, which remedy however shall not be exclusive, and the Declarant, its successors, legal representatives and assigns, or any other person or persons, owning tracts, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such tract, shall accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is understood that, in the event of a breach of these restrictive covenants and use limitations by the Owner of any tract, it will be conclusively presumed that the Owners of other tracts have been injured thereby

7. **Notices** Any notices permitted or required to be given hereunder shall be in writing and may be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

EXECUTED on this 5th day of May, 2002.

DECLARANT:

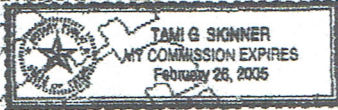
ii LAND OFFICE, L P
The Land Office, Inc. General Partner
William J. Maddux, President

By

William J. Maddux
William J. Maddux, President

STATE OF TEXAS §
COUNTY OF TRAVIS §

ACKNOWLEDGED BEFORE ME by William J. Maddux, President of The Land Office, Inc., general partner of II Land Office, L.P., on this 5th day of March 2002, in the capacities therein stated.



Tami G. Skinner
Notary Public

CONSENT OF AFFECTED PROPERTY OWNER

The Thompson/McSpedden Management, L.L.C., as the owner of that one certain 30 acre tract conveyed by Deed recorded in Document No 2002033054, Real Property Records of Travis County, Texas does hereby join in the execution of this DECLARATION TO COVENANTS, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent and binding its property hereto.

Executed this 5th day of March, 2002

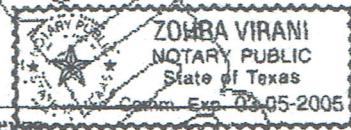
THOMPSON/McSPEDDEN MANAGEMENT, L.L.C.

BY: *Mark Stephen Thompson*
Mark Stephen Thompson, its President

THE STATE OF TEXAS §
COUNTY OF Denton §

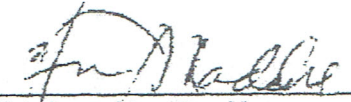
This instrument was acknowledged before me on this the 5th day of March, 2002, by Mark Stephen Thompson as President of THOMPSON/McSPEDDEN MANAGEMENT, LLC on behalf of said entity.

Zohba Virani
Notary Public, State of Texas



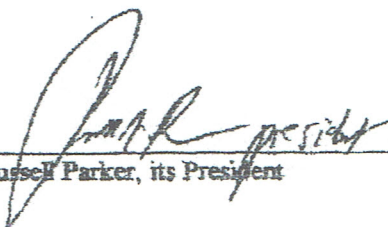
II LAND OFFICE, L.P., a Texas limited partnership

By: THE LAND OFFICE, INC.
General Partner

By: 
William J. Maddux, President

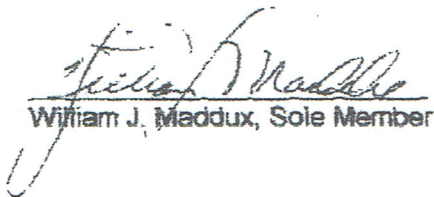
CYPRESS RANCH, LTD., a Texas limited partnership

By: CYPRESS RANCH DEVELOPMENT, INC., a Texas corporation, its General Partner

By: 
Russell Parker, its President

DRIFTWOOD LAND COMPANY, L.P., a Texas limited partnership

By: ANGEL LAND, L.L.C., a Texas limited liability corporation
General Partner

By: 
William J. Maddux, Sole Member

Setback Modification
