

03-805222 J/A



REST

2008069787

6 PGS

RETURN TO:  
GRACY TITLE, INC.  
ATTN: POLICY DEPARTMENT  
P. O. BOX 1806  
Austin, TX 78767

RESTRICTIVE COVENANTS & CONDITIONS

TRAVIS COUNTY



RESTRICT 2009146604

7 PGS

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTIES OF WILLIAMSON AND TRAVIS

§

**Whereas**, CREEKSIDE EQUITY PARTNERS, LTD., a Texas limited partnership, is the owner of a tract of land of 131.891 acres, more or less, in Williamson and Travis Counties, Texas hereinafter referenced as the subject tract, and,

**Whereas**, a reference to "Restrictions" was made in a Warranty Deed dated May 25, 2006, recorded in Document No. 2006104434, Official Records, Travis County, Texas, and Document No. 2007006679 Official Public Records of Williamson County, Texas, affecting the subject tract referenced below, with said "Restrictions" stating the following:

No singlewide or doublewide mobile homes, modular homes, junk yards, or sludge farms shall be allowed or permitted on the Property or any portion thereof.

Reference is hereby given to any purchaser of the subject property, or any part thereof, of the above stated "Restrictions" to the extent and only to the extent that they may remain valid and existing against the subject property.

**Whereas**, CREEKSIDE EQUITY PARTNERS, LTD. desires to adopt New Restrictive Covenants of its own, as outlined below, against the hereinafter referenced subject property,

Be it known that CREEKSIDE EQUITY PARTNERS, LTD., a Texas limited partnership, for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts") out of the herein described "subject property," does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants, conditions, and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

131.891 acres, more or less, Williamson and Travis Counties, Texas, being more fully described by metes and bounds on the Exhibit "A" attached hereto (herein referred to as "Tract" or "Tracts" interchangeably).

The New Restrictive Covenants are as follows:

1. No commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots, commercial swine operations, commercial poultry operations exceeding 10 birds per acre in a tract,

or sludge farms shall be allowed. Equestrian operations shall not be considered a commercial operation for the purposes of these restrictive covenants except that no commercial arena or commercial stables exceeding 1 horse per every two acres in a tract shall be allowed (commercial arenas used in conjunction with stalled or pastured horses shall be allowed). In any activity the other restrictions herein must be complied with.

2. Only one primary residence shall be allowed per tract. The primary residence shall contain not less than 1200 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages. In addition, one guest residence constructed after the primary residence is finished shall also be allowed on each tract (guest houses shall not be required to meet the minimum square footage required in paragraph two).

3. All houses, buildings, garages, barns and other buildings constructed or placed on any part of any tract must be set back at least 150 feet from any property line fronting any public road and at least 50 feet from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). All houses, buildings, garages, barns and other buildings constructed or placed on any part of any tract shall be built of materials and by practices considered reasonably standard and acceptable to the area. Houses and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition.

4. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.

5. No swine will be allowed on any tract, except that swine shall be allowed to be kept for FFA (or similar organization) projects for the immediate family members of the owner of said tract so long as said animals are kept in a reasonably sanitary manner at least 150 feet from any property line joining another tract out of the subject property and at least 150 feet from any property line fronting any public road. The number of said swine shall not exceed one swine for every two acres located within a tract. In any such projects the other restrictions herein, including but not limited to those set forth in paragraphs 12 and 13, must be complied with.

6. No part of any tract shall be used or maintained as a dumping ground for rubbish, debris or junk.

7. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.

8. Materials or equipment of any kind stored outside on any tract shall be arranged in an orderly manner on the rear one-half of the tract and no closer than 50 feet from any property line that joins another tract out of the subject property.

9. Camping on any tract is limited to eight weeks per year. Any camping facilities shall be located at least 150 feet from any property line that joins another tract out of the above subject property and at least 150 feet from any property line fronting any public road.

10. No manufactured home (including mobile homes, manufactured homes, and modular homes) shall be allowed to be placed on any tract.

11. No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, or safety nuisance to the users of the surrounding subject property. Other than the primary residence, no building, antennae, or other obstacle shall be constructed that exceeds 40' in height.

12. The number of animals of any type kept on the property shall be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.

13. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. Only one outside dog per 1 acre shall be allowed to be kept on each tract.

14. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) Standards. Water wells shall be placed a minimum of 50' from any property line, or in accordance with TCEQ requirements or Williamson County requirements, whichever is more stringent.

15. No tract will be resubdivided into a tract of less than 1 acre without the approval of a majority of tract owners as provided for herein for altering these Restrictive Covenants. County approval may be required on any resubdivided tracts - check with county for current requirements before resubdividing.

16. Owners should check with the county the property lies in and with the TCEQ for any requirements before installing a private sewage system.

17. The discharge of firearms on the tracts shall be prohibited except that:

- 1) the discharge of shotguns firing shotshells shall be allowed, and
- 2) the discharge of rimfire cartridge weapons shall be allowed.

Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearms.

Deer, turkey, and exotic animal hunting on the tracts is prohibited with any type of weapon.

18. These restrictive covenants are to run with the land until December 31, 2030, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as provided for herein for altering these restrictive covenants, through a duly recorded written instrument or instruments, amend or cancel the same.

Except as provided for in this paragraph, Creekside Equity Partners, Ltd., and Creekside Rural Investments, Inc. hereby retain the right to execute amendments to, including granting variances from, all restrictive covenants and other limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the subject property.

Any such variance or amendment must be evidenced in writing and must be signed by Creekside Equity Partners, Ltd., or Creekside Rural Investments, Inc. Notwithstanding the foregoing, no variance from or amendment to these restrictive covenants shall be granted that will (1) allow commercial or industrial activities on the subject property, (2) amend or vary the provisions set forth in paragraphs 7, 8, 12 or 13 above or, (3) impose restrictions on any tract that are more restrictive than were in place as of the date of purchase of such tract, without an affirmative vote of at least an 85% majority of the owners of the then existing tracts (as of the date said vote is taken) out of the subject property referenced herein.

Other tracts or acreage not originally referenced as "subject property" in this instrument may be added to this instrument as "subject property" by the recording of an instrument adding said tracts; said instrument shall be executed by Creekside Equity Partners, Ltd., or its general partner. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictive covenants constitute covenants running with the land and inure to the benefit of the undersigned and its successors and assigns as well as each and every purchaser of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictive covenants in equity or in law. If one or more of such restrictive covenants shall be held invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Any one or all of the herein numbered restrictive covenants may be altered, amended or canceled by an affirmative vote of at least an eighty percent (85%) majority of the owners of the then existing tracts (as of the date said vote is taken) out of the subject property referenced herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the County Clerks of Williamson and Travis Counties, Texas in order to be of any force and effect. Creekside Equity Partners, Ltd. must join in any amendment, alteration, or cancellation if said amendment, alteration, or cancellation is recorded on or before December 31, 2012.

Failure at any time to enforce these Restrictive Covenants, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter.

Grantee should use caution and conservative judgment when constructing improvements anywhere near flood plains, creeks, or other low lying areas. Grantee shall be solely responsible for determining any elevations that are pertinent to Grantee's plans and for deciding at what elevation and location Grantee desires to construct any improvements. This clause shall apply to Grantee and Grantee's successors, heirs and assigns.

Executed this 4<sup>th</sup> day of September, 2008, to be effective the 4<sup>th</sup> day of September, 2008.

CREEKSID EQUITY PARTNERS, LTD.

By: 

By: Creekside Rural Investments, Inc.  
General Partner

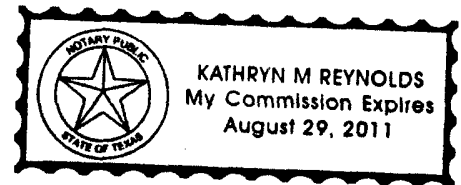
By: Jay Dickens, President

THE STATE OF TEXAS §

COUNTY OF IRION §

This instrument was acknowledged before me on this the 4<sup>th</sup> day of September 2008, by Jay Dickens, President of Creekside Rural Investments, Inc., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Creekside Equity Partners, Ltd., a Texas limited partnership.

  
Notary Public - State of Texas



RETURN ~~TO~~:

Creekside Equity Partners  
500 Log Cabin Road  
Mertzon, Texas 76941

**STAR SURVEYING**  
**231 LAKESIDE Dr.**  
**Bastrop, Texas 78602**  
**PH (512) 308-0090**  
**FAX (512) 308-1690**

**EXHIBIT "A"**

**Field Notes**  
**131.891 ACRES**

FIELD NOTES FOR 131.891 ACRES WITHIN THE PEDRO RODRIGUEZ LEAGUE, SURVEY No. 66, ABSTRACT No. 655, BEING OUT OF AND A PORTION OF, LOT No. SEVEN (7), OF THE SUBDIVISION OF THE SAID PEDRO RODRIGUEZ LEAGUE, SURVEY No. 66, ABSTRACT No. 655, TRAVIS AND WILLIAMSON COUNTIES, TEXAS, AS CONVEYED FROM KYLE. R HUMPHRIES AND DEBRA R. HUMPHRIES TO CREEKSIDE EQUITY PARTNERS IN DOCUMENT No. 2006104434, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS FURTHER DESCRIBED IN VOLUME 2223, PAGE 392, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS SHOWN ON THE ATTACHED EXHIBIT "B", AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

**BEGINNING** at a called and found ½-inch iron rod at the intersection of the west line of Werchan Lane (having a 40' width), and the north line of a 25' Roadway Easement, as described in Volume 13002, Page 247, Official Public Records of Travis County, Texas, also being the northeast corner of 99.756 acres conveyed to Swayne Marvin Yates, Clifford Mark Yates (trustee), and Ross Marvin Yates (trustee), in Volume 12909, Page 1285, Official Public Records of Travis County, Texas,

THENCE, N 59°45'29" W, 1716.98 feet, with the said north line of the 25' Roadway Easement, also being the north line of said 99.756 acres conveyed to Swayne Marvin Yates, Clifford Mark Yates (trustee), and Ross Marvin Yates (trustee), to a point on the easterly outlet of pond which bears N 15°07'50" W, 9.00 feet from the northeasterly corner of a concrete bridge deck, also being the southeast corner of 20.000 acres conveyed to Jimmy Freeman and Barbara Freeman in Volume 13002, Page 247, Official Public Records of Travis County, Texas,

THENCE, N 29°25'16" E, 733.26 feet, with the easterly line of said 20.000 acres conveyed to Jimmy Freeman and Barbara Freeman, to a called and found ½-inch iron rod,

THENCE, N 59°59'14" W, 733.55 feet, continuing with the said 20.000 acres conveyed to Jimmy Freeman and Barbara Freeman, to a called and found ½-inch iron rod, also being a point on the easterly line of 28.199 acres conveyed to Charles Lee Buckley and Andrea Buckley, in Document No. 2001005288, Official Public Records of Travis County, Texas,

THENCE, N 30°00'00" E, 1818.70 feet, with the said easterly line of the 28.199 acres conveyed to Charles Lee Buckley and Andrea Buckley, to a called and found 2-inch iron pipe, for the northeasterly corner of said 28.199 acres conveyed to Charles Lee Buckley and Andrea Buckley, being on the south line of 9.53 acres and 30.62 acres as both conveyed to Selma Eiben in Volume 194, Page 598, Official Public records of Williamson County, Texas, also being a point on the approximate survey line between the said the Pedro Rodriguez league, survey no. 66, abstract no. 655, Travis and Williamson Counties, Texas, and the T.V. Copeland Survey, Abstract No. 309, Williamson County, Texas,

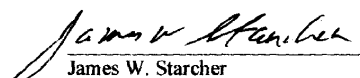
THENCE, S 60°12'31" E, 2451.08 feet, with the said south line of 9.53 acres and 30.62 acres conveyed to Selma Eiben, to a found 2-inch iron pipe, on the said westerly line of Werchan lane,

Thence, with the said westerly line of Werchan Lane for the three (3) following bearings and distances,

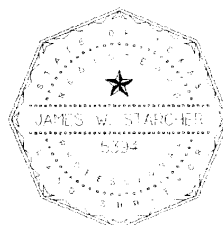
- 1) S 29°51'05" W, 1679.95 feet, to a called and found ½-inch iron rod,
- 2) S 60°02'14" E, 10.68 feet, to a called and found ½-ich iron rod,
- 3) S 30°31'38" W, 888.37 feet, to the point of beginning, **CONTAINING 131.891 acres more or less** in Travis and Williamson Counties, Texas.

With all bearing based upon a called N 30° 00' 00" E, for the most easterly line of the 28.199 acres as described in Document No. 2001005288, Official Public Records of Travis County, Texas.

I, James W. Starcher, do hereby certify that this survey was made upon the ground under my direct supervision during July of 2006.

  
James W. Starcher  
Texas Registered Professional Land Surveyor No.5394

08/02/06  
Date



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2008069787

*Nancy E. Rister*

09/09/2008 01:36 PM

KFOSTER \$36.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2009 Aug 27 04:29 PM 2009146604

CLARKMM \$40.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS