

**RESTATEMENT/AMENDMENT
OF
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
Restated/Amended as of January 31, 2011

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

KNOW ALL MEN BY THESE PRESENTS:

THIS RESTATEMENT AND AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("the Restrictions") is made by ninety percent (90%) of the property Owners of Jordan Creek Equestrian Estates including Jordan Creek Ventures LLP.

WHEREAS, Declarants are ninety percent (90%) or more of the Owners of tracts or parcels of land lying and being situated in Washington County, Texas, being lot 1,2,3,4,5,6,7,8,9,10,11 and 12 Block 1 Jordan Creek Equestrian Estates, a subdivision according to the February 12, 2002 amended map and plat thereof, recorded in Plat Records slide No. 457-A-457 -B Washington County Plat Records, being a portion of the same property described in Deed dated September 8, 2000 executed by James L. Britton, III and George M. Britton to Jordan Creek Ventures L.L.P.(JCV), recorded in volume, 986 page 397, Washington County Official Records (the "Property")

WHEREAS, Declarants desire to impose upon the Property the covenants, conditions and restrictions as herein restated and set forth, and

WHEREAS, Ninety percent (90%) of Owners have at a meeting duly called and constituted, in accordance with article IV, Section 3, voted to amend Article II Section 12 of the Restrictions to clarify and amend certain provisions of the Declaration of Covenants, Conditions and Restrictions, to include but not be limited to; establishment of when fences must be erected

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after the transfer of title to a Lot, permit the use of barbwire fence by Jordan Creek Ventures, LLP ("JCV") on those Lots owned by JCV until such time the Lots held by JCV are sold, to change the number of Lots set forth in the first "Whereas" from 15 to 12 ,and to delete from Article IV, Section 3 the original Declarants' ability to unilaterally amend this document.

NOW, THEREFORE, Declarants hereby declare that the Property or any part thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Jordan Creek Equestrian Estates Property Owners Association, (of which, each Owner shall be a member) its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner(s), whether one or more persons or entities including JCV, of a fee simple title to any Lot out of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to: (a) that certain real property first hereinabove described, and (b) such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any parcel or plat of land out of the Property and/or shown upon any recorded subdivision plat or amendments thereto, of the Property.

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Section 5. "Declarants" shall mean and refer to at least ninety percent (90%) of the Owners of Lots in Jordan Creek Equestrian Estates, including JCV where each lot will equal one vote.

Section 6. "ACC" shall mean the Architectural Control Committee of the Association.

Section 7. "Equestrian Lane" shall mean the road shown on the recorded subdivision Plat of the Property, as amended and sometimes hereinafter referred to as the "Main Road".

Section 8. "Proxy" shall mean a written instrument signed by an Owner granting another Owner the right to cast such other Owner's vote on matters before the Association which require a vote of the Owners.

ARTICLE II

USE RESTRICTIONS AND ARCHITECTURAL CONTROLS

Section 1. Construction of Improvements. Each Lot shall be used only for single-family residence purposes and improvements for agricultural use as defined hereafter.

- 1.01 The main residence shall be a single-family residential dwelling not to exceed two and one-half (2-1/2) stories in height, a private garage for not more than five (5) cars, and other structures (including guest houses or servants' quarters). Other structures shall not exceed the main residence in height.
- 1.02 Structures may be permanently occupied only by a member of the family occupying the main residence on the Lot, ranch manager and employees, or by domestic servants employed on the premises. The design of other structures shall be consistent with the main residence.
- 1.03 Barns, sheds, storage buildings, and other structures will be consistent with the architecture of the residence setout in 1.01 hereof and with an equestrian environment. A barn may include an apartment for employees or a guesthouse.
- 1.04 Mobile homes are prohibited except as stated in Section 9, below.
- 1.05 Manufactured and/or modular homes permanently affixed to a foundation are prohibited unless specifically approved by the ACC. When considering manufactured and/or modular homes, the ACC shall

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consider the appearance of the manufactured and/or modular homes with respect to conventional construction.

- 1.06 Carports are prohibited unless attached to a residence and which are consistent with the architecture of such residence, or otherwise specifically approved by the ACC.
- 1.07 Individual ponds may be constructed on a Lot so long as they are maintained so as not to become stagnant and do not interfere with the existing or planned drainage of the Property.
- 1.08 ACC approval is required for the erection of any antenna or wind turbine or other similar device if the height of such device exceeds twenty (20) feet above ground level.

Section 2. Architectural Control. No buildings or improvements of any character shall be erected or placed or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications and a site plan showing the location of the structure or improvements have been submitted to and approved, in writing by the ACC, as to compliance with these restrictions, quality of material, harmony of external design with existing and proposed structures and as to location with respect to topography and finish grade elevation and consistent with a design that is compatible with the country setting. Extreme, and nonconforming design is discouraged. The ACC shall exercise sound discretion when considering contemplated improvements. The ACC shall be composed of three(3) Owners, one (1) member of the Board of the Association ("Board"), one (1) Owner who is not a member of the Board and one(1) representative of JCV [until such time that JVC no longer is an Owner of any Lots, and one (1). If there exists at any time one or more vacancies in the ACC, the Board may designate a successor member(s) to fill such vacancy or vacancies. The ACC and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event the ACC fails to indicate its approval or disapproval within forty-five (45) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. . The approval or lack of disapproval by the ACC shall

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not be deemed to constitute any warranty or representation by the ACC including, without limitation, any warranty or representation relating to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations.. The ACC may act upon any emergency request either in person, via telephonic or electronic communications. The Association may charge a reasonable fee to retain an architect to review plans and specifications for improvements.

Section 3. Minimum Square Footage within Improvements. The living area of the main residential structure (exclusive of outbuildings, guesthouses, porches, garages and servants' quarters) shall not be less than two thousand two hundred (2,200) square feet. The ACC, in its sole discretion, is hereby permitted to approve deviations in any building area herein prescribed, in instances where in its sole judgment, such deviations would result in a beneficial result consistent with the Property. Such approvals must be granted in writing in recordable forms, and when given, shall become a part of these restrictions to the extent of the particular lot involved.

Section 4. Exterior Materials. Unless otherwise approved by the ACC, in its sole and exclusive discretion, the exterior materials of the main residential structure and any attached garage, guesthouses, and servants' quarters shall be constructed of brick, stone, stucco, log, hardiplank, cedar, or other real wood siding. All exterior painting must be approved by the ACC. Approval shall take into consideration, but not limited to the "sheen" of the paint, the structures architecture, roofing color and color of structures in the subdivision. Subtle changes in the shade of any color approved by the ACC shall not require resubmission to the ACC for approval. Subject to the Use Restrictions and Architectural Controls set out in this Article II.

Section 5. Location of the Improvements Upon the Lot. No building or other improvements shall be located on any Lot nearer than:

- a. one hundred forty feet (140') to Equestrian Lane; and
- b. One hundred feet (100') to the side or rear of any Lot line.

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Section 6. **Consolidated Building Site.** Any Owner of one or more adjoining Lots may consolidate such Lots into one single-family residence building site with the privilege of placing or constructing improvements on such composite building site, in which case setback lines shall be measured from the resulting combined Lot lines rather than from the singular Lot lines.

Section 7. **Easements.** As shown on the recorded plat, Declarants reserve easements for installation and maintenance of utilities. No structure, of any kind shall be erected upon any of said easements.

As shown on the recorded plat, the easement for the Equestrian Lane is wider than the actual paved surface. Equestrian Lane shall be constructed according to plans and specifications approved by Washington County, Texas, for maintenance by Washington County, Texas. However, each Lot Owner shall be solely responsible for the maintenance of any driveways from Equestrian Lane to the Lot from that point where such driveways tie into Equestrian lane.

Section 8. **Prohibition of Trade, Drilling and Offensive Activities.** There shall be no retail, industrial, multifamily construction, office building, or mixed-use commercial construction, on any Lot. Noxious or offensive activities of any sort including loud noises or anything done on any Lot that may be or become an annoyance or a nuisance to the neighborhood shall not be permitted. A home type office is permitted, but no form of business operation may be conducted thereon, which is inconsistent with the intended use of the Property. In addition no drilling for minerals of any type is permitted from a pad site or other facility located on to be located any where on the surface of any part of the Property.

Section 9. **Use of Temporary Structures.** No structures of a temporary character, including but not limited to mobile homes, recreational vehicles, trailers; tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time except as construction offices and for related purposes during the construction period of any buildings on a lot which period

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shall not be more than six (6) months, without the ACC's written approval.. Such structures shall be inconspicuous and shall be removed immediately after completion of construction.

Section 10. Storage of Automobiles, Boats, Trailers, Farm and Ranch Equipment, Vehicles, Conveyances and the Like. No boat trailers, boats, travel trailers, recreational vehicles, automobiles, campers, trailers, equipment, vehicles (either motorized or not) conveyances and the like, of any kind shall be semi-permanently or permanently stored in the public street right-of-way or on driveways. Storage of such items and vehicles on Owners' property must be screened from view, either within a garage or behind a fence that encloses the rear of the Lot. No inoperable boat trailers, boats, travel trailers, recreational vehicles, automobiles, campers, trailers, equipment vehicles or conveyances of any kind shall be semi-permanently or permanently stored on any Lot.

Section 11. Agricultural Use. For purposes hereof, the term "agricultural use" shall be limited as follows:

- 11.01 Raising of horses, cattle, various livestock, and poultry shall be permitted; however, feedlot operations and commercial poultry operations of any type whatsoever are strictly prohibited. The raising and sale of cattle, livestock, and poultry shall be permitted so long as such activities are not the sole business of a Property owner and they are being conducted to meet the requirements of AG-USE 1-d-1 Guidelines of the Washington County Appraisal District, pursuant to Section 1-d-1, Article 8 of the Texas Constitution and Chapter 23, subchapter D, Texas Tax Code
- 11.02 Livestock shall be limited to the Animal Units as described in Washington County AG-USE 1-d-1 Guidelines 2001 as amended from time to time.
- 11.03 No swine shall be permitted.
- 11.04 Dogs, cats or other common household pets (collectively, "Pets") are excluded from the term "livestock" and "animal unit", provided they are kept, bred or maintained for non-commercial purposes or are not kept for an animal rescue or shelter operation. Pets shall not be permitted to roam freely. The Association has the right to adopt rules and regulations concerning the keeping of animals in the Property and means to enforce such. At all times, owners of dogs and cats must be able to exhibit

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current rabies vaccination from a licensed veterinarian. In addition owners of dogs shall not permit their dogs to bark at such times and in such a manner to be disruptive of the bucolic nature of the Property.

- 11.05 All lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.
- 11.06 All pens, houses, and other areas where poultry including chickens, geese, ducks, turkey, and guineas are raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.
- 11.07 No pistol, rifle, shotgun or any other firearm or fireworks, bow and arrow, crossbow or any other weapon or device capable of killing or injuring or causing property damage shall be discharged or used on any part of the Property, except as follows:
- a. for the protection of Owners of the Lots and their property or animals from predators or nuisance varmints such as but not limited to rats.;
 - b. for sport shooting such as target practice, skeet, or clay pigeons in a manner that is safe for the Owners of other Lots and the general public and in compliance with all laws; or
 - c. upon having received written permission of the Association.
 - d. The Association has the right to adopt rules and regulations concerning the use of firearms on the Property.
- 11.08 The operation of State unlicensed motorcycles, go-carts, ATVs and similar motorized vehicles that create a safety hazard, excessive noise, or annoyance to Owners of the Lots is prohibited. The Association may adopt reasonable rules and regulations for the purpose of enforcing this provision.

Except for the limited agricultural use as above provided, commercial activity, whether for profit or not, open to the public or business invitees, is prohibited. Similarly, except for the limited agricultural use as above provided, commercial use that involves, directly or indirectly, the storage, warehousing manufacturing and/or distribution of goods or non-consulting type services is prohibited. Activities of any kind which disturb the bucolic, park-like atmosphere of the Property and/or disturb Owners' quiet use and enjoyment of the Property is prohibited.

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Section 12. Walls, Fences and Hedges. As part of the common scheme and plan as shown on the recorded plat, each Lot having frontage on Equestrian Lane shall be fenced no later than six (6) months after JCV's transfer of title to a Lot to a third party . The specifications for Equestrian Lane Fence are as follows:

12.01 The Equestrian Lane Fence shall be constructed of treated pine or cedar or similar natural woods, painted or constructed of material, which is either black, turns black or can be stained or painted black as approved by the ACC. However, once the color and material has been approved for the first fence to be erected fronting the Equestrian Lane all other fencing fronting Equestrian Lane shall be of the same color and material.

12.02 The Equestrian Lane fence shall meet the design, dimensions, color and specifications of the fence, which is currently in place on the Property line fronting Highway 105. Notwithstanding, Jordan Creek Venture LLP (JCV) may construct and maintain a barbwire fence fronting Equestrian Lane on lots owned by JCV, until title to each such lot is transferred to a third party buyer. For purposes of clarification, the obligation to construct the Fence shall be that of the party purchasing a Lot from JVC and JVC will have no obligation to construct on any Lots it owns, the Fence, or to remove the barb wired fences which are currently in existence on the Lots that it owns. As a condition to a purchase of any of JCV's lots the subsequent owner will be required to eliminate the existing barb wire fence within the time it must erect the Fence.

Any other privacy walls, fences, or hedges that obstruct views of the Lots from Equestrian Lane shall be approved by the ACC prior to commencing construction and the Owner shall be responsibility to maintain said walls, fences, or hedges thereafter. Chain-link fences for use on the Lots and which do not show from the Main Road or which do not unduly detract from the bucolic and equestrian nature of the Property are permitted and will not require approval of the ACC. Such fences, unless utilized to enclose a tennis court, shall not be taller than six feet, unless first approved by the ACC.

Section 13. Visual Obstruction at the Intersection of Main Roads. Except for the Main Road fence no object or thing which obstructs sight lines at elevations between two feet (2') and six feet (6') above the surface of Equestrian Lane within the triangular area formed by the intersecting Equestrian Lane'' property lines and a line connecting them at points twenty-five feet

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(25') from the intersection of Equestrian Lane's ' property lines or extensions thereof shall be placed, planted or permitted to remain on any corner Lots without the approval of the ACC.

Section 14. Lot Maintenance. The Owner or occupants of all Lots shall s keep all weeds and grass thereon cut in a reasonable , sanitary healthful, attractive manner and shall in no event use any Lot for storage of material and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. Activities in view of other Owners must be consistent with the bucolic and park-like purpose and use of the Property and not disturb the quiet use and enjoyment of other Owners. The accumulation or placement of garbage, trash, rubbish, refuse, junk of any kind, including but not limited to cars vehicles, boats trailers implements, equipment construction material, yard art and decoratives, or the burning thereof (except as such burning is permitted by law) of any such materials is prohibited. Trash cans and dumpsters must be completely out of sight of Owners. Each Lot Owner shall arrange for at least weekly garbage, rubbish and trash pickup from the Lot as long as such service is not provided by a government entity. The Association may, at its option, require each Lot Owner to purchase trash service from one service and charge for such service as part of the assessments described in Article III hereof. In the event of default on the part of an Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after thirty (30) days days' written notice has been delivered to the non complying Owner thereof, the Association by a majority vote of all of the members of the Board of the Association, may without liability to Owner or occupant, but without being under any duty to so do, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay

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such statement immediately upon receipt thereof. Any unpaid amount shall bear interest at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum.

Section 15. Visual Screens on Lots. The drying of clothes in public view is prohibited. As described elsewhere in these Covenants and Restrictions and including but not limited to all vehicles, trailers, equipment; woodpiles and the like shall be kept screened (as approved by the ACC) and/or contained in a screened service yard or other similar facility so as to conceal them from view of the Owners including but not limited to the Main Road or other Property.

Section 16. Signs, Advertisements, Billboards and exterior lighting. Except for homestead naming type identification signs, for example, phrases such as "South Fork" or "The Jones", approved by the ACC, one sign for each Lot, of not more than four feet by four feet (4' x 4'), advertising the property for sale and one sign approved by the ACC displaying construction information and design., No advertisements, billboards or other advertising structure (permanent, mobile or temporary of any kind shall be placed, maintained or displayed to the public view on any Lot except the Association may construct a directory at the entrance to the Property ("Entrance"), which will identify the name and location of each resident and location of each Lot, and JVC may place, at the Entrance, signs that are customarily used in advertising the sale of real estate, until such time that JVC owns no Lots. . The Association shall have the right to remove any sign, advertisement, billboard or structure which is placed on any Lots in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. No approval is required for exterior lighting, providing such lighting is conservative in design and does not cause undo interference with the enjoyment of the adjoining lots.

Section 17. Roofing Materials. The roof of all buildings (including any garage or servants' quarters) shall be constructed or covered with composition shingles, concrete or clay tiles, appropriately colored metal or slate acceptable to and approved by the ACC. Any other

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type of roofing material shall be permitted only at the sole discretion of the ACC upon written request. A wood or wood shingle roof shall not be permitted.

Section 18. Maximum Height of Antennae. No electronic antenna or receiving dish (collectively "Antennae"), or device of any type other than an Antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, residences, or buildings except as approved by the ACC. Television Antennae may be attached to the residence provided, however, such Antenna must be located to the rear of the roof ridgeline, gable or centerline of the principal dwelling. Freestanding Antennae must be attached to and located behind the rear wall or on a sidewall of the main residential structure. No Antennae, either freestanding or attached, shall be permitted to extend more than twenty feet (20') from ground level. No portion of any Lot shall be sold, leased, conveyed, or in any manner transferred for use as a wireless or cellular communication facility.

Section 19. Re-subdivision. A Lot Owner may subdivide a Lot; provided however, each part of each subdivided Lot shall have not less than eleven (11) acres. The location of improvements on any subdivided Lot shall comply within the setback requirements of Section 5 above.

Section 20. Septic Systems. Prior to permanent occupancy of a Lot, each Lot Owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of Washington County, Texas. If such septic system complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto streets, ditches or adjoining lots, such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

Section 21. Water System. Water wells shall be drilled and maintained in accordance with the laws of the State of Texas and the rules and regulations of Washington County, Texas.

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ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS


Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, for repayment of funds borrowed and used in payment of capital improvements, (3) other assessments for mowing lots or removing trash. Such assessments shall be established and collected as hereinafter provided. The annual, monthly, and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. Appropriate recitations in the deed conveying each Lot will evidence the retention of the Association's right to place a lien on a Lot for the purpose of securing payment of said charge..

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots within the Property.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the second Lot to an Owner, the maximum annual assessment (not including any special assessments) shall be the sum of ten and No/100 Dollars (\$10.00) per acre of each Lot. From and after January 1, of the year immediately following the year of conveyance of the second Lot in the Subdivision, to an Owner, the maximum annual

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assessment may be increased each year by an amount not more than five percent (5%) above the maximum assessment which could have been made without a vote of the previous year Owners of the Lots. From and after January 1, of the year immediately following the conveyance of the second Lot to an Owner, the maximum annual assessment may be increased to an amount in excess of five percent (5%) of the maximum assessment for the previous year by a vote of two-thirds (2/3rds) of the Owners of the Lots, each Owner or Owners of the Lots being entitled to one vote per each Lot owned, who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum or may not make an annual assessment if circumstances warrant no assessment be made.

Section 4. Notice and Quorum for any Action Authorized Under Section 3.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 of this Article shall be mailed (by U.S. first class mail) or emailed to all Owners of the Lots not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners of the Lots or of proxies entitled to cast ninety percent (90%) of all the votes of the Owners of the Lots shall constitute a quorum. If the required quorum is not present at any such meeting, the meeting shall be adjourned but another meeting may be called subject to the same notice and quorum requirements. No such subsequent meeting shall be held more than thirty (30) days following the proceeding meeting.

Section 5. Rate of Assessment. Lots that are occupied by residents may be subject to the annual assessment determined by the Board in accordance with the provisions of Sections 3 and 6 hereof. Lots that are owned by JCV shall be assessed at the rate of one-quarter (1/4) of the annual assessment above. The Board shall set the rate of assessment for water and trash service, if any.

Section 6. Date of Commencement of Assessments: Due Dates. The annual and monthly assessments provided for herein shall commence as to all Lots, upon an affirmative vote

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of no less than ninety percent (90%) of the Owners. The first annual assessment shall be adjusted according to the number of months remaining in the then current calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be emailed or mailed (by U. S. first class mail) to every Owner subject thereto. The Board shall establish the payment dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at the lesser of the highest rate allowed by law or eighteen percent (18%) per annum. The Association may bring action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein or by abandonment of his/her Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, subordinate mortgage for home or other improvements, or home equity mortgage, existing at any time upon the particular lot involved. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

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ARTICLE IV

GENERAL PROVISIONS

Section 1. **Enforcement.** All restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration shall run with the land. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


Section 2. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended by an instrument signed by those Owners of the Lots owning not less than ninety percent (90%) of the Lots. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Deed Records of Washington County, Texas.

Section 3. **Gender and Number.** Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 4. **Headings.** The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such paragraphs.

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Section 5. Binding. All Owners shall be bound by all the terms and provisions of this Restatement /Amendment of January 31, 2011, when ninety percent (90%) of Owners have signed this document.

Section 6. No Other Amendment. Except as herein amended and restated the Declaration of Covenants and Restrictions shall remain as written and restated/amended on January 28, 2002.

Section 7. Counterparts. This Amendment and Restatement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which considered together shall constitute one and the same document.

SIGNED EFFECTIVE as of January 31, 2011.

DECLARANTS:

**PRESIDENT, JORDAN CREEK
PROPERTY OWNERS' ASSOCIATION,
INC.**

By: _____
President

**JORDAN CREEK VENTURES
LIMITED LIABILITY PARTNERSHIP
LOTS 1,9,10,12**

By: _____
Patricia A. Parker, Partner

LOT 8

By: _____
Nations Family Limited Partnership

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LOT 11

By: _____
Johnny and Theresa Hunt

LOT 7

By:  _____
William and Judy Deaton

LOT 5

By: 222 ISA 3 KB _____
Ralph and Joyce Lilly

LOTS 3&4

By: _____
Paul and Maureen Phillips

LOT 2


By: _____
Betsy Cross and Kay Sowell

LOT 6

By: _____
Stephanie Danforth Meredith and Billy
Meredith, Jr.

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LOT 11

By: _____
Johnny and Theresa Hunt

LOT 7

By: _____
William and Judy Deaton

LOT 5

By: Ralph B Lilly MD Joyce Sheel
Ralph and Joyce Lilly

LOTS 3&4

By: _____
Paul and Maureen Phillips

LOT 2

By: _____
Betsy Cross and Kay Sowell

LOT 6

By: _____
Stephanie Danforth Meredith and Billy
Meredith, Jr.

18A/21

1/2

2/11/12
JC

THE STATE OF TEXAS

§

COUNTY OF WASHINGTON

§

This instrument was acknowledged before me on _____, 2011,
by _____, President of Jordan Creek Equestrian Estates Property Owners
Association, Inc.

Notary Public, State of Texas

THE STATE OF TEXAS

§

COUNTY OF WASHINGTON

§

This instrument was acknowledged before me on _____, 2011, by Patricia A.
Parker, General Partner of Jordan Creek Ventures Limited Liability Partnership.

Notary Public, State of Texas

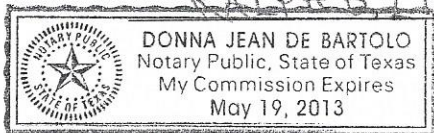
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on JANUARY 5, 2012, by



RALPH B. LILLY & JOYCE S. LILLY
Donna Jean de Bartolo
Notary Public, State of Texas

THE STATE OF TEXAS

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2011, by

& _____

Notary Public, State of Texas

18B 1/11 11/12

2/11/12
JSC

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on _____, 2011,
by _____, President of Jordan Creek Equestrian Estates Property Owners
Association, Inc.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on _____, 2011, by Patricia A.
Parker, General Partner of Jordan Creek Ventures Limited Liability Partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF GRIMES §

This instrument was acknowledged before me on FEBRUARY 11, 2012, by
WILLIAM R. DEATON & JUDITH A. DEATON ^{an}

[Signature]
Notary Public, State of Texas



THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2011, by

_____ & _____

Notary Public, State of Texas

19/21

2/11/12
JOL

2/2/12
[Signature]

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2011, by

_____ & _____.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2011, by

_____ & _____.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2011, by

_____ & _____.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §


This instrument was acknowledged before me on _____, 2011, by

_____ & _____.

Notary Public, State of Texas

20/21

2/11/12
jnc

2/2/12 

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2011, by

_____ & _____.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2011, by

_____ & _____.

Notary Public, State of Texas

2/2/12

2/14/12
JAC

2/2/12

RW