

STATE OF TEXAS
COUNTY OF BURNET

DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Mountain Creek Ranch, Joint Venture, acting by and through its managing General Partner, Wilburn E. Jones, hereinafter called the Declarant, is the owner of all of that certain real property located in Burnet County, Texas, described as follows:

Being 323.8 acres, more or less, and being all of the land in that portion of the G.C. & S.F. Survey, Abstract No. 1382, in Burnet County, Texas, being 91.79 acres, more or less out of the Robert Howat Survey, A-B458 and being all of that portion of the Robert Howat Survey situated in Burnet County, Texas, being 80 acres and being all of the land contained in the H. HEINE Survey, Abstract 1781, situated in Burnet County, Texas.

VOL 312 PAGE 174

NOW, THEREFORE, it is hereby declared that all of the property described above shall be HELD, SOLD, and CONVEYED subject to the following easements, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, or any portion thereof, and shall be binding on all parties having any rights, title or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants and restrictions shall inure to the benefit of each owner thereof. The real property described hereinabove shall hereafter be referred to and known as Mountain Creek Ranch, which shall hereafter be subject to the following:

A. LAND USE

(1) All tracts of land out of Mountain Creek Ranch are restricted to use for residential purposes only. No commercial or business use or activity shall be permitted, whether for profit or not. No signs shall be placed on any part of the property indicating a commercial or non-residential use thereof.

(2) No animals or fowl shall be permitted other than those types of animals or fowl normally found on suburban property and are raised for personal family use and/or pleasure on a strictly non-commercial basis.

Permitted types of animals shall include, but are not necessarily limited to, horses, cows, sheep, goats and household pets. No swine shall be permitted, nor shall any cattle, fowl feeding or other feeding or commercial operations, expressly including commercial kennels, shall be permitted.

(3) No junk or junk yards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, inoperative automobiles or machinery, or other unsightly storage of personal property be permitted.

(4) No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners.

(5) No hunting shall be permitted which in any manner involves property owned by other persons so as to cause a person to walk upon or discharge a shot or other projectile onto roadways or non-owned property.

(6) No mobile home, of any kind, shall be permitted on the property, except during construction of a permanent residence in which case the mobile home shall be connected to an approved septic tank and such mobile home shall not remain on the property for more than 12 months. A mobile home is a "mobile home" within the meaning of this restriction even its wheels shall have been removed and the structure set on a permanent foundation or slab and even if connected to water and electrical lines.

(7) No tents, campers or trailers shall be used on any of the property for residential purposes for a period or periods in excess of a total of thirty (30) days during any consecutive 365 day period.

(8) All tracts shall be kept in a clean and orderly condition at all times, and trash, garbage and other waste shall be kept in sanitary containers.

(9) No structures used for storage purposes shall be erected or placed upon any parcel of land which will be visible from any roadway unless placed within the most rear one-fourth of the parcel being such portion farthest away from any roadway. All such structures shall be neatly maintained.

(10) No discharge of any waste, chemical or other matter shall be permitted into any creek or waterway in Mountain Creek Ranch so as to be harmful to the creek or waterway or other person using the creek or waterway.

(11) No quarrying, mining, excavating or removal of timber, exclusive of cedar, shall be permitted, except as necessary for the construction of dwellings or other out-building structures on the property.

B. PROPERTY OWNERS' ASSOCIATION, ASSESSMENTS, AND RULES

(1) A "Property Owners' Association" is hereby created to be made up of the owners of property within Mountain Creek Ranch The Ranch. A Governing Board of Directors of at least three (3) members shall be elected by owners within the Ranch. Owners shall have as many votes as they have acres of land. Election of Directors shall be made annually. The initial Board of Directors shall propose By-Laws for the Association governing its operation which shall require the approval of a majority of the votes of property owners.

Thereafter amendment of such By-Laws shall require a three-fourth (3/4) vote of the property owners.

(2) Through the Board of Directors, the Property Owners' Association shall have authority to:

(a) Declare and collect an assessment for each tract of land within the ranch on a per acre basis to provide funds for the maintenance of roadways and other business of the Association. Such assessment procedure shall be established by the By-Laws and, if included, shall provide for the affixing of a lien against the property to enforce non-payment thereof, subject however, to the requirement that any such lien affixing procedure shall in no manner adversely affect or be collectible from the VETERAN'S LAND BOARD OF THE STATE OF TEXAS, or any mortgagee holding a valid lien upon the property, and subject further to the requirement that no assessment lien affixed upon the property shall be effective until a written notice of Lien Claim be filed in the Deed Records of Burnet County, Texas. The By-Laws may provide for an enforcement procedure, including the filing of suit for foreclosure of such Assessment Lien and the assessment of attorneys fees incurred to collect or enforce such delinquent assessments.

(b) Contract for and pay for the maintenance of roadway easements and other expenses incurred to enforce these restrictions.

Vol. 312 Part 176

(c) Promulgate rules and regulations governing the use of roadway easements, expressly including reasonable speed and weight limit requirements and the right to establish reasonable rules and regulations with respect to the herein described real property and the right to set fines and/or penalties for the enforcement thereof and in this respect the purchaser of each tract shall execute, acknowledge and deliver a performance Deed of Trust in favor of the Property Owners' Association to additionally secure the faithful performance of each owners obligation to abide by such rules, regulations and restrictions.

(d) Serve as the Architectural Control Committee, as hereafter established, at such time as all of the property within the ranch has been sold by Declarant.

(3) Notwithstanding the foregoing, the Association shall begin its operation at such time as Declarant shall have sold the first tract out of the property covered hereby. At such time, Declarant will provide written notice thereof to each property owner by regular United States mail to the last mailing address shown on the records of Declarant. Such notice will contain a place, date and time of a meeting of property owners for the purpose of electing the initial Board of Directors and such other business as may be brought before the meeting.

C. CREATION OF ROADWAY AND UTILITY EASEMENTS

(1) There is hereby created for the private non-commercial use and benefit of the owners of said property comprising Mountain Creek Ranch, Declarant, and their respective heirs, and assigns, expressly including Declarant and his assigns of any adjoining property hereafter owned and/or developed by Declarant, those certain ingress and egress easements described by centerline metes and bounds on the attached Exhibits described and styled as follows:

- (a) Mountain Creek Road (EXHIBIT "A" ATTACHED HERETO)
- (b) Cow Creek Road (EXHIBIT "B" ATTACHED HERETO)
- (c) Quail Creek Road (EXHIBIT "C" ATTACHED HERETO)

(2) Such easements shall be non-exclusive for the benefit of the persons described above who are hereby granted the free and uninterrupted use, liberty and easement of passing in and along, over and across such easements.

VOL 312 PAGE 177

(3) Such easements and any later easements created by Declarant and included hereunder by amendment document hereto, shall be maintained by Property Owners' Association from inception and thereafter, all maintenance and repair of such roadways shall be the responsibility of the owners of land within Mountain Creek Ranch through the Property Owners' Association described hereinabove.

(4) The roadway easements created by this section and described on the attached Exhibits shall also be subject to use as utility easements for the benefit of all of the owners of Mountain Creek Ranch and for all utility companies (expressly including but not limited to gas, water, electric, telephone and cable television companies) which may from time to time be asked to bring service lines or cables to any part of said property or adjacent property.

(5) In addition to the foregoing, there is hereby created a utility easement twenty feet (20') wide immediately inside and adjacent to all roadway easements and along all other boundary lines of parcels within said Mountain Creek Ranch expressly excluding a boundary line or portion thereof which runs along a creek or other waterway within said property unless it becomes necessary to cross said creek or waterway to provide service from one tract to an adjacent tract. This easement shall benefit all utility companies named herein.

(6) Such utility easements herein created shall expressly be granted for the benefit of local telephone company and the Pedernales Electric Cooperative, Inc., who now provide service to said property, as well as all other companies hereafter providing such service. Said companies shall have free access to said easements for installation and maintenance of their lines or cables whether underground or overhead.

(7) Reservation is hereby made by Declarant to amend this instrument to change or grant additional easements required by utility companies to provide reasonable service to the property or adjacent property, without the written consent of any of the then current property owners.

D. CONSTRUCTION AND ARCHITECTURAL CONTROL

(1) Architectural Control: No structure, building, or fence shall be erected, placed or altered on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved

VOL 312 PAGE 178

by the Architectural Control Committee of one as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Control Committee of one is composed of Wilburn E. Jones. In the event of death or resignation of Wilburn E. Jones, he or the executor of his estate shall have full authority to designate a successor. The Committee of one shall not be entitled to any compensation for services performed pursuant to this covenant. The approval or disapproval of the Committee of one as required in these covenants shall be in writing. In the event the Committee of one, or its designated representative fails to approve within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) Notwithstanding the foregoing, from and after the date the initial Board of Directors is elected by the Property Owners' Association, such Board shall thereafter constitute the Architectural Control Committee.

(3) All dwellings, exclusive of open porches, garages, carports, and patios shall be of at least 900 square feet.

It is the intent of the undersigned that all dwellings and other structures have a neat and attractive appearance. It is also contemplated that dwellings be of traditional country mode and not modern looking facilities which would look out of place in rural surroundings. No metal walls or walls of temporary sheeting will be allowed. The entire exterior walls and roof of all dwellings units or other buildings hereafter constructed must be completed within one year after the commencement of work thereon or the placing of materials thereon on said property, whichever occurs the earliest, and in connection therewith it is understood that by the use of the word "completed", is also meant the finishing of all such exterior walls and roof.

VOL 312 PAGE 179

(4) 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 and be certified by the State Health Department; and Burnet County Health Department, and the Lower Colorado River Authority. Inspection and certification by each of the foregoing named regulatory governmental entities shall be required only if an individual regulatory body requires separate inspection and certification; otherwise, a certification made by an appropriate regulatory body which is accepted by another regulatory body shall be deemed a certification by that other regulatory body for compliance purposes hereunder.

E. MISCELLANEOUS

(1) If through error or oversight or mistake an owner of a parcel of land builds, or causes to be built, any structure thereon which does not conform to all the limitations and restrictions herein recited, it is expressly here provided that such non-conformity shall in no way affect these limitations or restrictions insofar as they apply to any and all other parcels of said land. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation and such delinquency or delay shall not confer any implied right on any other owner or owners of parcels in said land to change, alter or violate any of the restrictions and limitations herein contained.

(2) Declarant and the Board of Directors of the Property Owners' Association hereby retains the right, in the furtherance of the uniform plan for the development of such property as a residential neighborhood, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations on such property provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in the furtherance of the uniform plan for the development of such property. The undersigned shall also perform all of the other duties and obligations imposed upon them under the provisions hereof.

VOL 312 PAGE 180

(3) The restrictive covenants and use limitations herein provided for on such land are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring title to any such parcels by contract or otherwise, of said land whether by descent, devise, purchase or otherwise, and any person by the acceptance to title to any parcel of said land, including any person procuring the right by contract to acquire title to any parcel of said land, shall thereby agree and covenant to abide by and fully perform the foregoing restrictive covenants and use limitations thereon, and shall be conclusively presumed to have constructive notice of the restrictive covenants and use limitations herein provided for on such land by virtue of the filing hereof in the Deed Records of Burnet 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 title to, or the right to acquire title to, any parcel of land.

(4) The restrictive covenants and use limitations herein published and impressed on all parcels of said lands shall be binding on all of the owners of parcels or portions of said land for a period of twenty (20) years from and after date hereof, and from and after such date shall automatically be extended for an additional term of twenty (20) years unless by a vote of three fourths (3/4) of the record owners whether one or more of such land calculated on an acreage basis, taken prior to expiration of said twenty (20) years and filed for record in the Deed Records of Burnet County, Texas, it is agreed that these restrictive covenants and use limitations shall terminate as to said land.

(5) It is expressly understood that the undersigned, its successors, legal representative or assigns, or any one or more of the owners of parcels of said land, shall have the right to specifically enforce the restrictive covenants and use limitations herein provided for on such land 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 undersigned, its

VOL. 312 PAGE 181

successor, legal representatives and assigns, or any person or persons owning parcels of said land, injured by virtue of any breach of the restrictive covenants and use limitations herein provided for on such land shall, accordingly have their remedy for the damages suffered by any breach, and in connection therewith it is controllingly understood that in the event of a breach of these restrictive covenants and use limitations by the owner of any parcel of said land it will be conclusively presumed that owners of other parcels of said land have been injured thereby.

The Declarant, the Property Owners' Association and/or any owner of any tract in Mountain Creek Ranch shall have the right to specifically enforce the provision of this agreement against any person, corporation and/or entity that shall have breached or violated any of the provision hereof or as amended and in this respect should it become necessary to retain the services of an attorney for the enforcement of this agreement then the party having breached or violated this agreement agrees to pay a reasonable attorneys fee and all court costs in connection therewith.

WITNESS OUR HANDS THIS 7 DAY OF July, 1983.

Wilburn E. Jones
Wilburn E. Jones
WILBURN E. JONES, PARTNER

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared WILBURN E. JONES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 17th day of May, 1983.

Linda K. Perry
NOTARY PUBLIC FOR THE STATE OF TEXAS

My commission expires: _____

(Printed or stamped name of notary)

LINDA K. PERRY
Notary Public for Texas
My Commission Expires 9-10-1986

**AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, AND RESTRICTIONS
OF MOUNTAIN CREEK RANCH**

This Amendment to Declaration of Easements, Covenants, and Restrictions (the "Amendment") is intended to modify and amend that certain Declaration of Easements, Covenants and Restrictions (the "Original Declaration") governing the real property known commonly as "**Mountain Creek Ranch**". The Original Declaration was filed of record in **Volume 312, Page 174**, of the Deed Records of Burnet County, Texas. In any case where this Amendment conflicts with the Original Declaration, then this Amendments shall control. Except as expressly modified herein, the terms of the Declaration shall remain in full force and effect.

The Original Declaration is amended as follows:

A new Paragraph (A)(12) is added to the Original Declaration:

(A)(12) Restriction on Division of Tracts and Lots. No tract of land or lot within Mountain Creek Ranch shall be divided into smaller tracts or lots. No owner of a tract of land or lot within Mountain Creek Ranch shall be permitted to convey to a third party less than all of the tract of land or lot.


This Amendment is adopted by all of the Board of Directors of the Property Owners' Association of Mountain Creek Ranch pursuant to Paragraph (E)(2) of the Original Declaration. By execution below, the Board of Directors has determined that in their best judgment and discretion, this Amendment would be in the furtherance of the uniform plan for the development of Mountain Creek Ranch. Attached hereto are consents executed by owners of Property within Mountain Creek Ranch acknowledging that this Amendment is in furtherance of the uniform plan for development of the Property.

EXECUTED this 3 day of MAY, 2000, to be effective upon the date of filing.


MATT GRIMM, DIRECTOR


BOB STEWART, DIRECTOR


GREG STUDDARD, DIRECTOR

Signature:  Owner of tract # 12413
Printed Name: CHARLES SUNDIN
Signature: Rose Sundin
Printed Name: ROSE SUNDIN

**2ND AMENDMENT TO BYLAWS OF
MOUNTAIN CREEK RANCH OWNERS' ASSOCIATION, INC.**

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENT
COUNTY OF BURNET §

This 2ND AMENDMENT TO BYLAWS OF MOUNTAIN CREEK RANCH OWNERS' ASSOCIATION, INC. (the "2ND Amendment") is made by Wesley Robert Morrison, James Kleider and Jake Basey, being all the members of the board of directors of Mountain Creek Ranch Owners' Association, Inc. (the "Association") and is as follows:

RECITALS

A. Jones-Drennan Ranch Joint Venture (d/b/a Mountain Creek Ranch) ("Declarant") recorded that certain Declaration of Easements, Covenants and Restrictions dated July 7, 1983, recorded in Volume 312, Page 174 of the Real Property Records of Burnet County, Texas (the "Original Declaration"), which pertains to certain real property therein described known as Mountain Creek Ranch.

B. The Original Declaration was amended by the Amendment to Declaration of Easements, Covenants and Restrictions (the "First Amendment") dated July 26, 1984, and recorded in Volume 329, Page 218 of the Real Property Records of Burnet County, Texas, in order to add additional real property to the real property covered by the Original Declaration. The real property covered by the Original Declaration together with the real property covered by the First Amendment is referred to herein as the "Property". The Original Declaration and the First Amendment are collectively referred to herein as the "Declaration".

C. The Association was formed pursuant to the Declaration and pursuant to Paragraph B(1) of the Declaration the board of directors adopted the Bylaws (herein so called) for the Association on July 24, 1984.

D. The Bylaws were amended by the Amendment to Bylaws of Mountain Creek Ranch Owners' Association, Inc. dated December 18, 1997, and recorded in Volume 774, Page 344 of the Real Property Records of Burnet County, Texas, ("First Amendment to Bylaws") in order to add Section 11.04 to Article 11 of the Bylaws allowing members to pay to the corporation a one-time cash payment in lieu of paying annual assessments thereto.

E. Paragraph B(2)(a) of the Declaration provides that the procedures for levying and collecting assessments shall be contained in the Bylaws.

F. Pursuant to Paragraph B(1) of the Declaration, the Bylaws may be amended by the board of directors with the approval of three-fourths (3/4ths) of the owners of the Property.

G. The board of directors desires to modify and amend the Bylaws as set forth herein, which modification and amendment has been approved by three-fourths (3/4ths) of the owners of the Property as certified by the board of directors and evidenced by the executed consents of said owners attached hereto.

NOW, THEREFORE, the Bylaws are amended and modified as follows:

1. The following shall be added as a new Section 11.05 to Article 11 of the Bylaws:

"Repeal of Section 11.04

11.05 As of the effective date of the 2ND Amendment to Bylaws of Mountain Creek Ranch Owners' Association, Inc. ("Effective Date"), Section 11.04 of Article 11 of the Bylaws is hereby repealed in its entirety and is null and void. Section 11.04 shall remain in full force and effect with respect to any Member who, prior to the Effective Date, elected to make, and paid to the corporation, a one-time cash payment in lieu of paying annual assessments ("Exercising Member"), but only for so long as the affected property is owned by the Exercising Member and/or his immediate family. Any and all subsequent purchasers or transferees who purchase or receive a lot or tract of land within Mountain Creek Ranch from an Exercising Member and who are not immediate family of such Exercising Member, shall, from the time of transfer of fee title, be required to pay any and all future assessment fees associated with the property pursuant to Sections 11.01 through 11.03 hereof. "Immediate family," as used in this paragraph, shall mean the husband, wife, child or grand-child of an Exercising Member."

2. Pursuant to Paragraph E(2) of the Declaration, the undersigned, being all of the directors of the Association, hereby approve this Amendment and certify that this Amendment has been approved by three-fourths (3/4ths) of the owners of the Property.

3. Except as specifically amended hereby, all terms and provisions of the Bylaws remain in full force and effect.

4. The Effective Date of this Amendment is April 15, 2008.

EXECUTED this 25th day of August, 2008.

DIRECTORS:

W. [Signature]
J. [Signature]
J. [Signature]

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

ACKNOWLEDGED BEFORE ME on this the 6th day of AUGUST, 2008, by Wesley Robert Morrison a director of Mountain Creek Ranch Property Owners' Association, a Texas non-profit association, on behalf of said non-profit association.

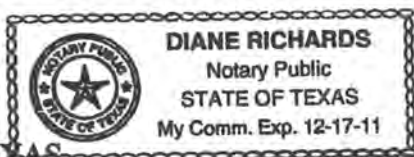


Kristina Burgess
NOTARY PUBLIC State of Texas

STATE OF TEXAS

COUNTY OF Williamson

ACKNOWLEDGED BEFORE ME on this the 19th day of August, 2008, by James Kleidon, a director of Mountain Creek Ranch Property Owners' Association, a Texas non-profit association, on behalf of said non-profit association.



Diane Richards
NOTARY PUBLIC State of Texas

STATE OF TEXAS

COUNTY OF Williamson

ACKNOWLEDGED BEFORE ME on this the 25th day of August, 2008, by Jack Rosey, a director of Mountain Creek Ranch Property Owners' Association, a Texas non-profit association, on behalf of said non-profit association.



Avis Morgan
NOTARY PUBLIC State of Texas

Commissioners Court Order Adopting Regulations
to Promote Safety by Regulating Hunting with Firearms Pursuant to
Local Government Code, Section 240.022

WHEREAS, Local Government Code Section 240.022 authorizes the County Commissioner's Court of this State to adopt a regulation regulating the discharge of firearms; and

WHEREAS, the Commissioners Court of Burnet County, Texas finds that the regulation of the discharge of firearms for hunting purposes on lots that are 10 acres or smaller and are located in the unincorporated area of Burnet County in a subdivision will promote public safety; and

WHEREAS, the Commissioners Court of Burnet County, Texas has considered this matter and deems it appropriate to adopt regulations to regulate the discharge of firearms as herein set out.

NOW THEREFORE, it is hereby ORDERED by the Commissioners Court of Burnet County, Texas as follows:

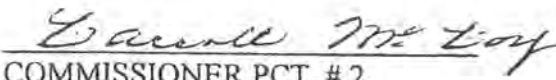
1. Hunting with firearms, except with shotguns with shot shells only, shall be prohibited on lots that are 10 acres or smaller and located in the unincorporated area of the county in a subdivision for which a plat is required to be prepared.

2. A person commits a criminal offense if the person intentionally or knowingly engages in conduct that is a violation of this regulation. An offense under this section is a Class C misdemeanor. If it is shown on the trial of an offense under this Section that the person has previously been convicted of an offense under this section, the offense is a Class B misdemeanor.

SIGNED this 12 day of October, 1998.



COUNTY JUDGE
MARTIN MCLEAN

Absent
COMMISSIONER PCT. #1
JAMES HOLBROOK


COMMISSIONER PCT. # 2
CARROLL MCCOY


COMMISSIONER PCT. 3.
GEORGE DESPAIN

ATTEST:


COMMISSIONER PCT. # 4
CRAIG SEWARD


JANET PARKER
COUNTY CLERK