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ATC 44089 FSH

VOL 1788 PG 0675

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**14.99 acres of land located within the Robert M. Forbes Survey, Abstract Number 133,  
Guadalupe County, Texas**

**(Superseding and replacing prior covenants)**

**FILED BY  
ALAMO TITLE**

**THE STATE OF TEXAS     §  
COUNTY OF GUADALUPE   §**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 14.99  
acres of land located within the Robert M. Forbes Survey, Abstract Number 133, Guadalupe  
County, Texas is made on the date hereinafter set forth by the undersigned parties in interest  
("Declarant"):**

**WHEREAS, Declarant is either the current owner of the real property described herein, or, in the  
alternative, the only surviving descendant of one or more of the Sellers and/or Buyers in that one  
certain Warranty Deed dated March 18, 1963, executed by George Gerdes et al to Marvin Gerdes et  
al, and recorded in Volume 355, Pages 196-198, of the Deed Records of Guadalupe County, Texas,  
("Property") and more particularly described in Exhibit "A" attached hereto and incorporated herein by  
reference, as completely and fully as if copied verbatim herein and for all purposes. Declarant intends  
by this Declaration and amendments thereto, to impose upon the Property restrictions under a general  
plan of improvement. Declarant desires to provide a flexible and reasonable procedure for the overall  
development of the Property and to establish a method for the administration, maintenance,  
preservation, use, and enjoyment of the properties as are now or may hereafter be subjected to this  
Declaration.**

**NOW, THEREFORE, Declarant declares that all the properties described in Exhibit "A" is and shall be  
held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions,  
restrictions, easements, charges, and liens hereinafter set forth, and shall run with the real property  
and shall be binding on all parties having any right, title or interest in the properties or any part  
thereof, their heirs, successors, and assigns, and shall inure to the benefit of each landowner thereof,  
and shall hereafter be subject to the jurisdiction as hereinafter described in detail.**

**ARTICLE I**

**PURPOSE**

**The Property is encumbered by this Declaration of Covenants, Conditions and Restrictions for the  
following reasons: to ensure the best and highest use and most appropriate development of the  
Property; to protect landowners in the area against improper use; to preserve so far as practicable the  
natural beauty of the property; and, in general, to provide for high quality development.**

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**CERTIFIED TO BE A TRUE  
AND CORRECT COPY,  
Guadalupe County Clerk**  
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ARTICLE II

USE GUIDELINES AND RESTRICTIONS

- 1) The Property may not be used for raising, breeding or keeping of swine, except in connection with FFA Projects, and then only in number reasonable and appropriate to such project undertaken by the owner(s) of the Property or a member of an owner's immediate family.
- 2) The Property may not be used for the raising, breeding or keeping of chickens, except for personal consumption by an owner of the Property or a member of an owner's immediate family.
- 3) At no time shall junk or inoperative vehicles, travel trailer, or similar items be placed or stored upon the Property.
- 4) The Property may not be used for the keeping or dumping of trash or other debris.
- 5) The Property may not be used for keeping dogs or other animals in kennels.
- 6) No manufactured homes may be placed on the Property and all residential structures must have a minimum of 1500 square feet of enclosed, air conditioned area.
- 7) No commercial activity shall be permitted on the Property, except for such commercial activity as is incident to the sale of the Property and the development of the Property for single family residential, agricultural, ranching and/or those purposes set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.


Should any of the undersigned have a cause of action or legal right to prevent the usage as detailed in Exhibit "B", they, by the signature hereinbelow, do hereby grant, convey, assign, and give such right to the Buyers in that one certain Warranty Deed with Vendor's Lien of even date herewith, and recorded contemporaneously with this Declaration in the Official Records of Guadalupe County, Texas.

ARTICLE III

ENFORCEMENT

If an owner or occupant of the Property, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, Declarant and any other owner of the Property shall have the right but not the obligation to enforce by any proceeding at law or in equity all restrictions, conditions, and covenants imposed by this Declaration. The failure of any such owner or occupant to comply with any restriction or covenant will result in irreparable damage to Declarant and the Property; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees, in addition to any award of damages, pursuant to Texas Property Code.

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The failure to enforce any condition, covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. The reservation by Declarant of the right of enforcement shall in no event create an obligation of any kind to enforce these restrictive covenants.

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 covenant, terms or provisions.

#### ARTICLE IV

##### DURATION AND AMENDMENT OF THIS DECLARATION AND ANNEXATION OF ADDITIONAL PROPERTIES

This Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant and the owner(s) of the Property, their respective legal representatives, heirs, successors and assigns, forever. This Declaration may be terminated or amended by written instrument executed by Joyce Gerdes Schuerg, or her descendants, should she be deceased at the time, and the then current owner(s) of the Property. Any amendment or termination shall be effective when it recorded in the Official Public Records of Real Property of Guadalupe County, Texas.

#### ARTICLE V

##### GENERAL PROVISIONS

Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

Exhibits A and B attached to this Declaration are incorporated by reference and amendment of such exhibit shall be governed by the amendment provisions of this Declaration.

The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in force and effect.

Nothing herein is intended, nor should it be construed to affect or in any way limit Declarant's use of other property owned by Declarant adjacent to the Property, it being the intent of the Declarant and the agreement of all persons who may acquire an interest in the Property that Declarant may use

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adjacent or adjoining property for any purpose and may convey such property with or without restrictions regarding its use and development, and that if conveyed subject to restrictions, such restrictions may be, in the sole discretion of Declarant, more or less restrictive than the restrictions placed on the Property.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions on this 27 day of December 2002

**DECLARANT:**

Joyce Gerdes Schuerg  
JOYCE GERDES SCHUERG

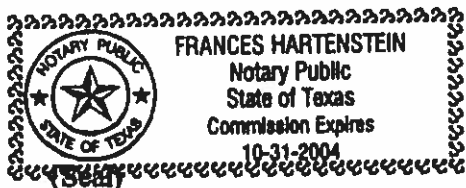
HEALTHCARE LIVING CENTERS, INC.

Darrell K. Massengale  
BY: Darrell K. Massengale  
ITS: Secretary

STATE OF TEXAS §  
COUNTY OF GUADALUPE §

Before me, the undersigned authority, on this day personally appeared JOYCE GERDES SCHUERG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (he/she) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30 day of December, A.D., 2002.



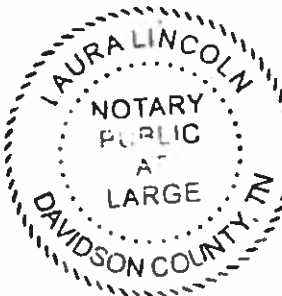
Frances Hartenstein  
Notary Public, in and for the  
State of Texas  
My Commission expires; \_\_\_\_\_

STATE OF TENNESSEE §  
COUNTY OF DAVIDSON §

This instrument was acknowledged before me on December 27 2002 by Darrell K. Massengale HEALTHCARE LIVING CENTERS, INC., a NEVADA Corporation, on behalf of said corporation.

Given under my hand and seal of office this 27<sup>th</sup> day of December, A.D., 2002.

(Seal)



Laura Lincoln  
Notary Public, in and for the  
State of TENNESSEE  
My Commission expires; 11-27-04

EXHIBIT "A"

See Exhibit A-1, attached hereto which consists of 14.99 acres, more or less, out of the Robert M. Forbes Survey, Abstract No. 133, Guadalupe County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

## EXHIBIT A-1

DESCRIPTION OF 14.99 ACRES OF LAND OUT OF THE ROBERT M. FORBES SURVEY, ABSTRACT NO. 133, GUADALUPE COUNTY, TEXAS, SAID 14.99 ACRES BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN 14.99 ACRES IN A DEED TO HEALTHCARE SEGUIN, INC. OF RECORD IN VOLUME 760, PAGE 194, DEED RECORDS OF GUADALUPE COUNTY, TEXAS; SAID 14.99 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch steel rod found at a southwest corner of the herein described tract and said Healthcare Seguin, Inc. tract, said point being the most westerly northwest corner of that certain tract of land described in a deed to Joyce G. Schuery of record in Volume 657, page 615, Deed Records of Guadalupe County, Texas, said point being in the east line of County Road No. 411-B;

THENCE, with the west line of the herein described tract and said Healthcare Seguin, Inc. tract, same being the east line of said County Road No. 411-B, the following three (3) courses:

- 1) N39° 07'00"E 577.18 feet to a 1/2 inch steel rod found;
- 2) N38° 50'01"E 190.70 feet to a 1/2 inch steel rod found;
- 3) N49° 06'56"E 71.50 feet to a 1/2 inch rod found, said point being the northwest corner of the herein described tract and said Healthcare Seguin, Inc. same being the southwest corner of that certain tract of land described as 113 acres in a court decree to Texas Scottish Rite Hospital for Crippled Children of record in Volume 544, Page 839, Deed Records of Guadalupe County, Texas;

THENCE, with the north line of the herein described and said Healthcare Seguin, Inc. tract, same being the south line of said Texas Scottish Rite Hospital tract, S51°27'11"E 745.62 feet to a 1/2 inch steel rod found at the northeast corner of the herein described tract and said Healthcare Seguin, Inc. tract, same being the most northerly northwest corner of said Schuery tract;

THENCE, with the east line of the herein described tract and said Healthcare Seguin, Inc. tract, same being a west line of said Schuery tract, S 39°02'39"W 886.87 feet to a 1/2 inch steel rod found at the southeast corner of the herein described tract and said Healthcare Seguin, Inc. tract, said point being an interior ell corner of said Schuery tract;

THENCE, with the south line of the herein described tract and said Healthcare Seguin, Inc. tract, same being a north line of said Schuery tract, N 47° 46'32"W 759.29 feet to the POINT OF BEGINNING and containing 14.99 acres of land within these metes and bounds.

## EXHIBIT A-1

EXHIBIT "B"

The providing of consulting services, including but not limited to, clients, hospitals, nursing homes, home health agencies, physician offices and rehab facilities. The providing of consulting services to the clients regarding compliance with regulatory standards (federal, state, HCFA and other similar standards). Performing of surveys and assessments to determine if the particular health facility complies with the above regulatory agencies. The offering of services in the areas of Health Information Management (medical records), Human Resources, personnel, medical staff services, charge master reviews, backlog clean up, Utilization/case management, Performance Improvement (quality assurance), training and education, and HIPAA compliance. The providing of contract development, writing up the reports and action plans, curriculum development.

FILED FOR RECORD

2002 DEC 31 PM 2:36

CLERK OF COURTS  
COUNTY CLERK GUADALUPE CTY.

BY *[Signature]*

THE STATE OF TEXAS  
COUNTY OF GUADALUPE

I hereby certify that this instrument was  
FILED on the date and at the time stamped  
hereon by me and was duly recorded in the  
Official Public Records of Guadalupe County,  
Texas.



*[Signature]*  
County Clerk,  
Guadalupe County Texas

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CERTIFIED TO BE A TRUE  
AND CORRECT COPY,  
Guadalupe County Clerk

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STATE OF TEXAS  
COUNTY OF GUADALUPE  
I do hereby certify that the foregoing is a true  
and correct copy as the same appears on FILE  
AND RECORDED in the Official Public Record  
of Guadalupe County, Texas, on the date and  
time stamped thereon.



*[Signature]*  
TERESA KIEL  
Guadalupe County Clerk  
By *[Signature]* Deputy

MAY 31 2006