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OAK RIDGE RANCH SUBDIVISION

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

0710619

THE STATE OF TEXAS
COUNTY OF BURNET

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WHEREAS, John B. Davis, Jr., Norman N. Davis, and Roger H. Davis (collectively referred to herein as "Original Declarant") executed that one certain "Declaration of Covenants, Conditions and Restrictions" (hereinafter "Original Declaration"), which was filed of record October 26, 1987, recorded in Volume 413, Page 604 of the Real Property Records of Burnet County, Texas, covering all of Oak Ridge Ranch, Section One, a subdivision located in Burnet County, Texas, according to the plat thereof recorded in Cabinet 2, Slide 31A & B, Plat Records of Burnet County, Texas and according to the plat and legal description recorded in Volume 450, Pages 81 & 82 of the Real Property Records of Burnet County, Texas (said subdivision referred to herein as "Oak Ridge Ranch" or "Oak Ridge"), and

WHEREAS, the Original Declaration provided for the Oak Ridge Ranch Homeowners' Association ("the Association") to be created and its Board of Directors to be appointed by the Original Declarant, and whereas no Board of Directors currently exists, and no assessments ever levied to maintain the infrastructure in Oak Ridge Ranch, and

WHEREAS, all right, title, and interest created by the Original Declaration and owned by the Original Declarant pertaining to the Oak Ridge Ranch Homeowners' Association, including all rights initially held by John B. Davis, Jr., Norman N. Davis, and Roger H. Davis, and all rights of Original Declarant to form an Association and appoint a Board of Directors, and all other rights owned by Original Declarant pertaining to the Original Declaration and/or authorized by the Original Declaration, were transferred to Consolidated Rural Properties, Ltd. in that one certain Warranty Deed recorded in Volume 1455, Page 707, Official Public Records of Burnet County, Texas, and

WHEREAS, Article V, Paragraph 3 of the Original Declaration provides that the Original Declaration may be modified or amended or any restriction or covenant contained therein may be cancelled by recording "an instrument signed by Owners of not less than a majority of the lots in the subdivision", and

WHEREAS, Consolidated Rural Properties, Ltd. ("Consolidated") as owner of Tracts 1-7, 9-14, 16, 18, 20-22, 25-30, 33-35 and 37, and owners of other Oak Ridge Ranch Tracts whose signatures accompany this instrument, together constitute a majority of lot owners as defined in the Original Declaration, and

WHEREAS, Consolidated and the owners witnessed herein desire to amend the Original Declaration as set out in this "Amendment to the Declaration of Covenants, Conditions and Restrictions" (referred to herein as "Amendment"),

THEREFORE, with consent of the owners of a majority of the lots and tracts in Oak Ridge Ranch, the Original Declaration is hereby amended as follows:

Article I
Definitions

All Paragraphs (including Paragraphs 1-8) and language in Article I of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

1. "Declaration" shall mean and refer to this Amendment, all rights of amendment derived from the Original Declaration, the "Whereas, Now, Therefore," recitals in the Original Declaration, and the execution and signature data of the Original Declaration.
2. Paragraph 6 in Article I of the Original Declaration defined "Declarant" to "mean and refer to JOHN B. DAVIS, NORMAN N. DAVIS AND ROGER H. DAVIS, their successors and assigns." Because a successor entity has been assigned the rights of the "Declarant" identified in Article I, Paragraph 6 of the Original Declaration, a new definition is set out herein. For the purpose of identifying the successor, the term "Declarant" shall now mean and refer to Consolidated Rural Properties, Ltd., and its assigns.
3. "Property" or "Subdivision" shall mean and refer to all of Oak Ridge Ranch, including all of the designated tracts therein, a subdivision located in Burnet County, Texas, according to the plat thereof recorded in Cabinet 2, Slide 31A & B, Plat Records of Burnet County, Texas and according to the plat and legal description recorded in Volume 450, Pages 81 & 82 of the Real Property Records of Burnet County, Texas, and shall include all properties added under the Original Declaration and pursuant to Paragraphs 6 and 7 in Article V of this Declaration.
4. "Plat" shall mean the plat of the property of record in the office of the County Clerk of Burnet County, Texas.
5. "Lot" and "Tract" (whether capitalized or not) are interchangeable terms and shall mean and refer to any of the lots and tracts in the Subdivision. Each "Lot" may be numerically or alphabetically identified and referred to as "Tract__" (i.e., "Tracts 1-7" or "Tract 36" or "Tract A").
6. "Roads" shall mean and refer to the Roads identified in Article VIII of this Amendment.
7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the Property, including sellers selling by contract for deed, but excluding those having such interest merely as security for the performance of an obligation. However, in the case of a veteran purchasing a tract through the Texas Veteran's Land Board ("TVLB") program, the veteran purchaser rather than the TVLB shall be deemed the Owner until such time as the veteran purchaser's contract rights have been forfeited by the TVLB.
8. "Association" shall mean and refer to Oak Ridge Ranch Homeowners' Association, a Texas non-profit corporation, through which its members and Board of Directors may manage the affairs of Oak Ridge Ranch Subdivision.
9. "Member" shall mean and refer to every person or entity, which holds membership in the Association.

Article II
Roads, Utilities and Easements

All Paragraphs (including Paragraphs 1-4) and language in Article II of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

1. NOTICE: IT IS UNDERSTOOD THAT BUILDING AND MAINTENANCE OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THE RECORDED PLAT OF THE PROPERTY AND ALL CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS AND OTHER THOROUGHFARES OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR DEVELOPERS OF THIS PROPERTY ACCORDING TO THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF BURNET COUNTY, TEXAS, UNTIL SUCH TIME AS THE ROADS ARE ACCEPTED AS COUNTY ROADS BY THE COMMISSIONERS' COURT OF BURNET COUNTY, TEXAS. UNTIL SUCH ACCEPTANCE BY BURNET COUNTY, SAID STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHALL BE MAINTAINED AS PROVIDED UNDER ARTICLES IV AND VIII.
2. Each Owner shall have and is hereby granted a nonexclusive, perpetual easement over and across all streets and roads shown on the Plat for the benefit of such Owner, and such Owner's contract purchasers, tenants, guests and invitees for the purpose of ingress, egress and regress to and from such Owner's tract, subject to the restrictions herein contained; however, it is understood that these streets and roads are intended as public not private roads and, therefore, the general public shall have free rights of ingress and egress over and across such roads as and when same are accepted by the County of Burnet as County Roads or otherwise dedicated to the public. Further, there is hereby created an easement upon, across, over and under all streets and roads for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, TV cable, and electricity. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the streets and roads in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the streets and roads and any lot to perform the duties or maintenance and repair of the streets and roads provided for herein. No sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors.
3. The public utility easements recited in the Plat and herein are for the purpose of installing electric lines, telephone lines, gas lines, water lines or other lines to provide utilities to tracts.
4. (a) Consolidated Rural Properties, Ltd. and Creekside Rural Investments, Inc. shall have the right to dedicate, sell or transfer, subject to prior easements of record, all or any part of the Roads (as defined in Article VIII) to any unit of government (including Burnet County), public authority, utility, or to the Owners of the Accessed Tracts (as defined in Article VIII), or to the Association.

(b) Consolidated Rural Properties, Ltd. and Creekside Rural Investments, Inc. shall have the right to dedicate, sell or transfer, subject to prior easements of record, all or any part of the utility easements to any unit of government (including Burnet County), public authority, utility, or to the Oak Ridge Ranch tract Owners, or to the Association.

5. The Association shall have the right to dedicate, sell or transfer, subject to prior easements of record, all or any part of the roadways or public utility easements to any unit of government (including Burnet County), public authority or utility, upon approval of a majority of the Members.
6. The non-exclusive right to use the access easements, roads and utility easements contained and described in Article II is also hereby transferred and set forth to be used by the present and future owners of property fronting on any of the roads in the Subdivision or which touches now or hereafter any utility easement in the Subdivision, in addition to all Oak Ridge Ranch tract Owners. The non-exclusive right to use the access easements, roads, and utility easements is also perpetually and non-exclusively assigned to Consolidated Rural Properties, Ltd.
7. Any alterations, amendments, or other changes to Article II covering the conveyance and use of easements and roads shall be exclusively governed by the provisions covering alterations and amendments in Article V, except that any access easements and utility easements provided for in Article II shall be perpetual and permanent unless dissolved by a recorded document executed by all the owners of the property and tracts that said easements are conveyed to.
8. The utility easements referenced in Article II shall include any additional easements necessary for guy wires and anchors, and the right for any holder or user of the easements to clean and maintain said easements.

Article III
Membership, Voting Rights, and Bylaws

All Paragraphs (including Paragraphs 1-4) and language in Article III of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

1. Suspensions of Association Provisions. All portions of provisions of the Declaration pertaining to the Oak Ridge Ranch Homeowners' Association are hereby temporarily suspended and of no effect (but not cancelled) until a Board of Directors is appointed by the Declarant, or by use of the procedure for amending the Declaration. This suspension is also effective retroactively for the purpose of removing all past duties that may have existed under the Original Declaration pertaining to Declarant, the Board of Directors, their appointment, assessments, bylaws and management of the Association.
2. Membership in Association. Except as provided in Paragraph 6(a), Article V, every Owner of a tract shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any tract.
3. One Vote Per Tract. For purposes of voting where voting is permitted under this Amendment, all tract Owners shall be entitled to one vote for each tract owned. When more than one person holds an interest in any tract, all such persons shall be Owners. The vote for such tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any tract. Only Owners that are members of, and in good standing with, the Association are entitled to vote in Association-held elections.
4. Initial Board of Directors. If a majority of the Owners have not appointed the initial Board of Directors by a signed instrument recorded in the Official Public Records of Burnet County, Texas, identifying the Director(s), Declarant may select the initial Board of Directors who shall act until a new Board is elected in accordance with the bylaws.

5. Bylaws. The initial Board of Directors of the Association shall have the authority to adopt bylaws not inconsistent with the provisions of this Declaration.
6. Association Procedures. The Association's Board of Directors shall determine voting procedures for meetings called by the Board and shall include in its bylaws, the procedures for noticing, meeting, voting, and addressing the concerns of property Owners. Unless otherwise provided by the bylaws or this Amendment, when a meeting of Owners is called by the Board, the presence of ten (10) Owners and/or proxies eligible to vote shall constitute the required quorum for purposes of voting at such meeting. However, the Declaration may only be amended by the Association pursuant to Paragraph 4, Article V.

Article IV

Assessments. Road Maintenance. Liens. Insurance

All Paragraphs (including Paragraphs 1-11) and language in Article IV of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

1. No Assessments to Date. Because the Association never levied an assessment under the Original Declaration, and because the portions of provisions in the Declaration pertaining to the Association are suspended according to Article III, Paragraph 1, there are no assessments or charges by the Association due against any tracts in Oak Ridge Ranch. This applies both retroactively and until such time as the Association's Board of Directors is appointed and the Board levies an assessment, or until a maintenance fee is established under Paragraph 4, Article IV. This Notice shall be adequate for any title insurance company or purchaser of tracts to be assured that no assessment or other charges as provided for in the Declaration (including any lien related thereto) occurring on or previous to the date of this Amendment are due against any tract in Oak Ridge Ranch.
2. Maintenance of Roads. The Association, Representative (as defined in Paragraph 4, Article IV), or the Owners of Accessed Tracts (as defined in Article VIII) shall provide all repair and maintenance upon the roads and streets unless and until the roads and streets are accepted by the Commissioner's Court of Burnet County for maintenance as County Roads. In the event that a need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, his guests, or his invitees, the costs of such maintenance or repairs shall be added to and become a part of the maintenance fee to which such tract is subject.
3. Road Maintenance Assessment. The Association may provide for the maintenance of the "Roads" (as defined in Article VIII) in the Subdivision and may collect a yearly assessment ("maintenance fee(s)") for that purpose from Members who are Owners of the "Accessed Tracts" (as also defined in Article VIII) until maintenance of the Roads is assumed by Burnet County or other public authority. The maintenance fees shall be due and payable to the Association on February 1st of each year commencing February 1, 2008 (or as determined by the Board). Any maintenance fee not paid within 15 days of the due date shall accrue a late fee of \$10 per month. At any election of the Board of Directors, any Member owning one or more Accessed Tracts that is not in good standing with the Association shall not be entitled to vote for the purpose of electing a Director. The Association shall be responsible for the maintenance fund and managing any needed maintenance work, and setting and collecting the yearly maintenance fee, which shall not exceed \$65.00 per year for each Accessed Tract, except that the Board of Directors may increase the yearly assessment by no more than five per cent (5%) annually. During the development and sell-off phase of Oak Ridge Ranch Subdivision, Consolidated Rural Properties, Ltd., shall not be assessed nor required to pay maintenance or operating fees, or any other assessment or charge for tracts it owns, except for any tracts owned by Consolidated Rural Properties, Ltd. after January 1, 2012. After all Accessed Tracts

owned by Consolidated Rural Properties, Ltd. are conveyed, Consolidated Rural Properties, Ltd. shall have no responsibility for the maintenance of said Roads.

4. Alternative Road Maintenance Assessment. Until such time as the Association's Board of Directors is appointed and begins to assess road maintenance fees, and during any other time the Association is inactive or fails to provide for the maintenance of the Roads, the majority of "Accessed Tracts" Owners (as defined in Article VIII) may elect to assess a maintenance fee for the purpose of maintaining the Roads. An instrument referencing this Paragraph, signed by Owners of a majority of Accessed Tracts, and recorded in the Official Public Records of Burnet County, Texas, shall be sufficient to establish such road maintenance fee. During the time this alternate assessment is in force, the Owners of each of the Accessed Tracts shall share equally in the maintenance costs of the Roads by paying a yearly maintenance fee into a maintenance fund. At the time the maintenance fee is established and every two years thereafter, the Owners of the Accessed Tracts shall elect a representative ("the Representative") by a majority vote (one vote per tract). The maintenance fees shall be due and payable to the Representative on February 1st of each year commencing February 1, 2008 (or as determined by the Representative). Any maintenance fee not paid within 15 days of the due date shall accrue a late fee of \$10 per month. At any election of the Representative, any of the Accessed Tracts that are delinquent in paying the maintenance fee (including late fees) shall not be entitled to vote for the purpose of electing the Representative. The Representative shall be responsible for the maintenance fund and managing any needed maintenance work, and setting and collecting the yearly maintenance fee, which shall not exceed \$65.00 per year for each Accessed Tract, except that the Representative may increase the yearly assessment by no more than five per cent (5%) annually. The Representative may be reimbursed from the maintenance fund for costs of collecting and administering the fund and shall give an accounting at the request of any Accessed Tracts Owner. During the development and sell-off phase of Oak Ridge Ranch Subdivision, Consolidated Rural Properties, Ltd. shall not be assessed any maintenance fees for tracts it owns, except for any tracts owned by Consolidated Rural Properties, Ltd. after January 1, 2012. After all Accessed Tracts owned by Consolidated Rural Properties, Ltd. are conveyed, Consolidated Rural Properties, Ltd. shall have no responsibility for the maintenance of said Roads.
5. Notice of Contact Information.
 - (a) Upon initial appointment of the Board of Directors of the Association, the Board of Directors shall record in the Official Public Records of Burnet County, notice of the appointment along with the Association's contact information, such that any title insurance company or other interested party may contact the Association to obtain information of unpaid assessments and fees owed on a tract. The Association shall not levy an assessment of any type until this notice is recorded.
 - (b) Upon election of a road maintenance fee Representative, the Representative shall record in the Official Public Records of Burnet County, notice of the appointment along with the Representative's contact information, such that any title insurance company or other interested party may contact the Representative to obtain information of unpaid assessments and fees owed on a tract. No assessment of any type shall be levied under Paragraph 4, Article IV until this notice is recorded.
6. Operating Fees. The Association may levy and collect a reasonable assessment ("operating fee") from all Members for the purpose of operating and defraying expenses incurred by the Association.
7. Insurance. The Board of Directors of the Association shall have the discretion to obtain comprehensive liability insurance in such limits as it shall deem desirable, insuring the Association, its board of Directors, agents and employees, and each Owner. The cost of such coverage may be included as part of a monthly or yearly assessment levied by the Association. The Board of Directors of the Association may obtain any other insurance coverage deemed advisable by such Board.

8. Liens. No lien against a tract shall arise from either the Association's or the Representative's assessment of maintenance or operating fees, or from any assessed fee or charge permitted under the Declaration, other than a judgment lien resulting from any suit deemed necessary by the Board of Directors of the Association or by the Representative to collect the same.
9. Exempt Property. The Roads subject to the Declaration and this Amendment, whether or not they are dedicated and accepted by any local governmental authority (including Burnet County), shall be exempt from all assessments and charges.

Article V
General Provisions

All Paragraphs (including Paragraphs 1-6) and language in Article V of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

1. Enforcement. The Association (through its Board of Directors), the Declarant, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, terms, conditions, covenants, reservations, and charges imposed by the provisions of this Declaration; and as applicable to recover costs of collection, reasonable attorney's fees, costs of litigation, and all other expenses incurred in such enforcement. Failure by the Association, the Declarant, any Owner, or by the Original Declarant to enforce any term, reservation, covenant, condition, restriction, or charge in the Original Declaration or this Amendment shall in no event be deemed a waiver of right thereafter to enforce the same as provided herein. This Declaration, and for such purpose the Original Declaration, shall be liberally construed to give effect to the enforcement rights expressed and implied herein. Rights of enforcement shall be cumulative.
2. Original Enforcement Clause. The right authorized by Paragraph 1, Article V of the Original Declaration to enforce the "Restrictions" enumerated in Article IX of the Original Declaration, is hereby preserved (and said right may be ascertained by reading the language of the Original Declaration) for the purpose of correcting a violation or deviation that existed under the "Restrictions" of the Original Declaration prior to the date of this Amendment, if such violation or deviation continues as a violation of a restrictive covenant contained in Article IX of this Amendment.
3. Severability. Invalidity of any one of these covenants, conditions or restrictions, or part thereof, by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
4. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land until December 31, 2030, and extend automatically thereafter for additional periods of five (5) years each. Subject to provisions in Article XI, the Declaration may be modified or amended or any restriction, condition, or covenant contained therein may be cancelled during the term hereof or during extension periods by an instrument signed by Owners of not less than a majority of the tracts in the Subdivision. To be valid, any such amendment must be recorded in the Official Public Records of Burnet County, Texas. Declarant shall have the right to modify and amend the covenants, conditions, and restrictions contained herein by executing an instrument for that purpose and recording in the Official Public Records of Burnet County, Texas.
5. Bylaws and Regulations. The Association shall have the right to adopt and enforce reasonable regulations regarding the use of streets, roadways and easements. All Owners agree to abide by the

Bylaws of the Association, and Rules and Regulations promulgated by the Board of Directors pursuant to the Bylaws.

6. Additional Phases. It is contemplated that Declarant may develop additional property adjoining or in the vicinity of the Property as additional subdivisions (i.e., Oak Ridge Ranch, Section Two), phases, or properties. If Declarant elects to add subdivisions, phases, or properties to Oak Ridge Ranch, Declarant desires to make this Declaration applicable thereto. Such additional subdivisions, phases, or properties (all or any of which may be referred to as "Addition") may be added in the following manner and on the following terms and conditions:

does not use
sub Roads,
fronts CR 108

(a) Any such Addition may be accomplished by Declarant's execution and recording of a document in the Official Public Records of Burnet County, Texas so stating and describing the subdivision, phase, or property to be added. Upon such Addition, the terms "Property" and "Subdivision" as used herein shall include the subdivision, phase, and property so added; the term "lot" or "tract" as used herein shall include all lots or tracts in the Addition so added; and each owner of a lot or tract in such Addition shall be an "Owner" and a "Member" as those terms are defined and qualified herein, except that an Owner of a tract of at least 45 acres in size ("Large Tract") may opt out of membership in the Association by stating such fact in a signed document recorded in the Official Public Records of Burnet County, Texas. Nevertheless, if such Large Tract includes any frontage on one of the Roads (as defined in Article VIII) the Owner of such Large Tract shall be responsible for the maintenance assessment as provided in Paragraph 3 or 4 (as applicable) of Article IV whether or not such Owner is a Member of the Association.

(b) Declarant may also designate all roads and streets to be for the benefit of all tracts in all Additions included in the Declaration, and/or for the benefit of the general public.

(c) Assessments for all tracts within all Additions shall be uniform and the Association may not establish different rates for each Addition, except that the Association, or if elected the Representative, may assess the "Accessed Tracts" (defined in Article VIII) as set forth in Paragraphs 3 and 4 of Article IV.

(d) Declarant shall have authority to amend and modify the restrictive covenants in Article IX for additional subdivisions, phases, and properties (based on substantial differences in tract sizes and/or location and differing characteristics), by referencing in an instrument any changes made to the restrictive covenants as they will apply to the additional subdivisions, phases, or properties. Said instrument shall be executed by Consolidated Rural Properties, Ltd., or its general partner, and recorded in the Official Public Records of Burnet County, Texas.

7. By accepting a deed to a tract, each Owner hereby appoints Declarant as such Owner's attorney-in-fact for the purpose of adding Additions to this Declaration in accordance with the foregoing provisions, and agrees that such power is a power coupled with an interest and cannot be revoked by such tract Owner. Declarant's right of appointment as an Owner's attorney-in-fact under Paragraph 5, Article V of the Original Declaration is expressly preserved herein. Nothing herein contained shall be construed to require Declarant to add a subdivision, phase, property, or Other Property (as defined in Article VIII) to this Declaration, or to Oak Ridge Ranch Subdivision.

Article VI Non-Liability of Board of Directors

All Paragraphs and language in Article VI of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

The members of the Board of Directors and officers of the Association shall not be liable to any Owner or any person claiming by or through any Owner for any act or omission of such director or officer in the performance of his duties unless such act or omission shall involve gross negligence, bad faith or reckless disregard of his duties; and the Association shall indemnify all such directors and officers from all claims, demands, actions and proceedings and any expenses in connection therewith, unless such director or officer be judicially declared to have acted in a grossly negligent manner, in bad faith, or with reckless disregard of his duties.

Article VII Deviations and Variances

All Paragraphs and language in Article VII of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

1. Declarant shall have the right to grant temporary and permanent variances from the restrictive covenants recorded in Article IX of this Amendment, so long as Declarant, in the exercise of Declarant's reasonable judgment and discretion, is of the opinion that such grants of variances are generally consistent and harmonious with the remainder of the Subdivision, and reasonable for the development of the Property. Declarant's grant of a variance from a specific restriction must be evidenced in writing, signed by Declarant, Consolidated Rural Properties, Ltd., or its general partner, and recorded in the Official Public Records of Burnet County, Texas. Such signed and recorded document shall be necessary and sufficient to waive enforcement of the identified governing restriction. Neither this Paragraph, nor a grant of a variance to an Owner, may be used or construed to give another Owner a right to receive a variance or to deviate from the restrictions.
2. To facilitate Declarant's ability to develop Oak Ridge Ranch and sell tracts therein, Declarant shall have the right to deviate from the "Restrictions" recorded in Article IX of this Amendment. Such deviations need not be in writing, shall be reasonable for the development of the Property and for that purpose, and shall apply to tracts owned by Declarant, Consolidated Rural Properties, Ltd.
3. The Association may grant approval for variances from the restrictions provided in Article IX, so long as such variances are generally consistent and harmonious with the remainder of the Subdivision. The Association's grant of a variance from any restriction must be evidenced in writing, signed by the Board of Directors, and recorded in the Official Public Records of Burnet County, Texas. In addition to any right of the Association to vote to grant a variance according to its bylaws and procedures, a variance may also be granted by the Association or otherwise by circulating and recording in the Official Public Records of Burnet County, Texas, a written instrument describing with specificity the variance, if signed by a majority of Owners. A signed and recorded document shall be necessary and sufficient to waive enforcement of the identified governing restriction. Subject to Paragraph 2 above, neither this Paragraph, nor a grant of a variance to an Owner, may be used or construed to give another Owner a right to receive a variance or to deviate from the restrictions.

Article VIII Accessed Tracts, Roads, Other Property

All Paragraphs and language in Article VIII of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

WHEREAS, Burnet County 911 Addressing has requested the names of the roads in the Oak Ridge Ranch Subdivision be changed from Deer Trail to Antler Lane and from Doe Run to Buck Run and these changes have been made of record with Burnet County, and

WHEREAS, Antler Lane and Buck Run (the "Roads"), together provide access to Tracts 7, 8, 12-37 (collectively referred to herein as "Accessed Tracts", which term shall include any and all future tracts fronting on the Roads), and to other property owned by Consolidated Rural Properties, Ltd. that is not presently part of the Subdivision, but which fronts on one of the Roads in Oak Ridge Ranch Subdivision and consists of approximately 300+/- acres ("Other Property"), said Roads (as originally named) being shown on the herein referenced recorded Oak Ridge Ranch Plat, and

WHEREAS, it is also desirable to clarify and set forth that the Roads and easements shown on the recorded Oak Ridge Ranch Plat are for the benefit of all Owners (present and future) of the Accessed Tracts and owners (present and future) of Other Property, in addition to other Oak Ridge Ranch tract Owners, therefore

1. Access to Additional Phases. Declarant, Consolidated Rural Properties, Ltd., does hereby grant to all future additional tracts or Additions (as defined in Paragraph 6, Article 5) for the benefit of the present and future owners and their heirs, successors and assigns, a permanent and perpetual non-exclusive access easement on, over and across the "Roads" for the purpose of uninterrupted ingress and egress to future Additions.
2. Access to Other Property. Declarant, Consolidated Rural Properties, Ltd., does hereby grant to Other Property for the benefit of its present owners and their heirs, successors and assigns, a permanent and perpetual non-exclusive access easement on, over and across the "Roads" for the purpose of uninterrupted ingress and egress to and from the Other Property.
3. Open Roads. No barriers shall be placed across said Roads unless agreed to by all Owners of the Accessed Tracts and owners of Other Property (as defined in Article VIII), except that a cattleguard and/or electric keypad gate may be maintained at the entrance to County Road 108.

NOTICE: ALL OWNERS AND AUTHORIZED USERS AS OUTLINED HEREIN, ANY INVITEES, AND/OR ANY UNAUTHORIZED USERS OF SAID ACCESS EASEMENT/ROADS SHALL USE SAID EASEMENT/ROADS WITH CAUTION AND AT THEIR OWN RISK.

Article IX Restrictive Covenants

All Paragraphs and language (including Paragraphs 1-11) in Article IX of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

The following restrictive covenants (also referred to as "restrictions") are imposed as a common scheme upon each tract and the streets and roads in the Subdivision, and constitute covenants running with the land and inure to the benefit of Declarant and all Owners of tracts in the Subdivision, their heirs, successors, and assigns. All of the tracts, streets and roads set out on the Plat shall be subject to the terms, conditions, reservations and restrictions in the following:

1. No Commercial Use. No commercial use of any tract shall be permitted. Nominal, low density agricultural and ranching operations shall not be considered a commercial use for purposes of these restrictive covenants, except that no commercial feed lots, commercial bird operations, commercial kennels, or similar commercial enterprises shall be allowed. Any permitted agricultural activity must comply with all other restrictive covenants. No sign advertising any type of commercial activity shall be allowed on any tract or road easement, except for signs advertising the lot for sale or rent, and except that Declarant may post signs within the Subdivision advertising lots or tracts for sale within the Subdivision, or to advertise Other Property.

2. Residence Buildings. Each residence shall contain not less than 1200 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages. Only one residence building is allowed per tract, except that one guest house constructed after the primary residence is finished shall be allowed (guest house shall not be required to meet the minimum square footage required for primary residences).
3. Manufactured Homes Prohibited. No manufactured homes, including mobile homes, homes manufactured off of the tract, and modular homes, shall be placed or maintained on any tract.
4. Building Specifications. Residential buildings shall be constructed of materials and by practices that are safe and considered standard and reasonable in the area for the construction of permanent structures. 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. Additionally, all exterior walls of any dwelling or other building constructed on any lot or tract shall be painted with two (2) or more coats of exterior paint or stain within sixty (60) days following the closing of the walls of such dwelling or other building, or such exterior walls shall be covered with residential (or better) grade pre-finished siding or other siding materials (i.e., brick, stone, Hardy-board, etc.) designed for exterior finish use without paint or stain. Wallboard, Styrofoam, insulation board, building felt and similar-type material shall be covered with siding, and roof decking (including insulation and felt) shall be covered with residential (or better) grade of shingles or other finished roofing materials, before occupancy of any dwelling. No used or salvaged material of any nature shall be used as exterior wall covering or roofing. No building, antennae, or other obstacle shall be constructed that exceeds 40 feet in height. Buildings and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition.
5. Building/Structure Location. All residential buildings, dwellings, garages, barns, and any other structures located on any part of any tract (except for fences), must be set back at least 150 feet from any property line fronting any public or platted road and at least 25 feet from any side or rear property line. No structure, plant material, or other object or material shall be placed or allowed to remain on a tract in a location that impairs any person's vision or ability to safely enter or exit any driveway or road.
6. Animals. No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed for FFA (or similar organization) project so long as said animal is kept in a sanitary manner at least 100 feet from any property line joining another tract and at least 150 feet from any property line fronting any public or platted road. No animals (except domestic cats) shall be allowed to roam beyond the perimeter of the tract. Only one (1) outside dog per five (5) acres shall be allowed to be kept on each tract. Animals known to be vicious shall not be permitted on the Property. Animals shall not be kept on a chain or similar device except on a temporary basis. The number and type of animals kept on any tract shall be limited to prevent overgrazing of the tract and so as not to create a noise or odor nuisance to the users of the surrounding Property.
7. Nuisance. No unlawful activity shall be conducted or authorized on any tract. No obnoxious or offensive activities shall be carried on or conducted upon any lot or tract. No activity of any type shall be allowed that would create a visual, noise, or odor nuisance to the Owners or users of the surrounding Property or to owners or users of Other Property.
8. Sanitary Conditions. No lots or tracts shall be used or maintained as a dumping ground for garbage, waste, refuse, rubbish, junk, scrap materials or trash. Trash, garbage and refuse shall be kept only in sanitary containers designed for such purposes. All containers and other equipment for the storage or

disposal of garbage, trash and refuse shall be kept in a clean and sanitary condition and, to the greatest extent possible, clear of public view.

9. Junk Yards Prohibited. 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. Materials or equipment of any kind permitted to be stored outside on any tract shall be arranged in an orderly manner no closer than 50 feet to any property line that joins another tract out of the Property and no closer than 200 feet from any public or platted road.
10. Camping. Camping on any tract is limited to six weeks per year. Any camping facilities shall be located at least 100 feet from any property line that joins another tract and at least 250 feet from any property line fronting any public or platted road.
11. Hunting and Firearms. No deer or turkey hunting with any type weapon shall be allowed unless at least 30 contiguous acres is owned. The discharge of firearms on the tracts shall be prohibited except that:
 - (a) the discharge of shotguns firing shot-shells shall be allowed, and
 - (b) the discharge of rim-fire cartridge weapons shall be allowed, and
 - (c) the discharge of other lawful firearms shall be allowed where at least 30 contiguous acres is owned.

Extreme caution shall be used when discharging any firearm in or near the Subdivision. The person discharging the firearm shall also be responsible for the safe operation of said firearms.

12. Water Wells. Purchasers of tracts from Declarant assume full responsibility for obtaining a water well that fits their needs including the quantity and quality of any water produced therefrom. Consolidated Rural Properties, Ltd. and its general partner shall not be responsible for the quality or sufficiency of any water wells. 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 feet from any property line, or in accordance with TCEQ requirements or Burnet County requirements, whichever is more stringent.
13. Sewage Systems. Owners shall check with Burnet County and with the TCEQ for any applicable requirements before installing a private sewage system.
14. Subdividing Tracts. No tract shall be re-subdivided without the joinder of a majority of tract Owners as provided for herein for amending these restrictive covenants (county approval may also be required on any re-subdivided tracts—check with County for current requirements before re-subdividing). The restriction in this Paragraph shall not apply to Declarant, or tracts owned by Declarant, or to a tract containing more than 20 acres, except that county approval may be required.

The foregoing restrictive covenants may be enforced (through the enforcement provisions of Article V) by Declarant, any Owner, or the Association (through its Board of Directors) against an Owner and/or the person in possession of a tract that violates these restrictions. No violation or deviation from the restrictive covenants shall serve to enable another Owner to violate or deviate from the restrictive covenants. If one or more of these restrictive covenants is held to be invalid, none of the others shall be affected or impaired by such holding, but shall remain in full force and effect.

Article X
Notice

All Paragraphs and language in Article X of the Original Declaration are hereby rewritten and replaced in their entirety with the following:

All notice given or required to be given by the Declarant, the Association, or the Board of Directors to an Owner and/or person in possession of a tract shall be deemed to have actually been given if actually received, and whether or not actually received, when deposited in the United States mail, postage prepaid, and addressed to a person in possession of a tract and/or to the Owner at Owner's address as it appears on the Burnet County Appraisal records, or as it appears on the books of the Association, and shall be deemed given when mailed.

Article XI
Miscellaneous Provisions

1. Any further documentation required to clarify the intent and applicability of this Amendment may be executed by Consolidated Rural Properties, Ltd. and shall be as effective as if recorded with the Amendment. This Amendment may be executed with multiple signature pages. Additional signatures of Owners ratifying this Amendment, whether or not such signatures are needed for ratification, may be added to this Amendment by an instrument bearing the Owner's signature indicating acceptance of this Amendment.
2. The previous amendment covering Tract 32 only ("Tract 32 amendment"), as recorded in Clerk's File No. 0707791 of the Official Public Records of Burnet County, Texas, allowing preservation and restoration of a large old house and small old house on Tract 32, is amended as follows:

All references in the Tract 32 amendment to "Article IX, Paragraphs 1, 2, 3, 4, and 8 of the Declaration" and other nearly identical language, which in that amendment refer to the corresponding Paragraphs in Article IX of the Original Declaration, are hereby replaced and amended to mean and refer only to Paragraphs 2, 4, 5, 8 and 9 in Article IX of this Amendment. Tract 32 may have a primary residence building as defined in Paragraph 2, Article IX of this Amendment, in addition to the existing large old house and small old house being restored on Tract 32. The existing water well on Tract 32 is exempt from the minimum property line setback requirement in Paragraph 12, Article IX of this Amendment. The Tract 32 amendment as modified in this Paragraph, is hereby incorporated by reference into this Amendment.

3. The singular of words used herein shall include the plural where applicable, and vice versa. The masculine form of pronouns used herein shall include the feminine form as applicable, and vice versa.
4. Declarant shall retain the rights of Declarant described or authorized in the Declaration for as long as Declarant owns an interest in or mortgage on any lot or tract in Oak Ridge Ranch, any phase or Section thereof, or any Other Property. Notwithstanding any other provision in the Declaration or future amendment, this Paragraph may not be amended, modified, or cancelled without the specific written consent of Declarant, Consolidated Rural Properties, Ltd. The rights held by Consolidated Rural Properties, Ltd. as Declarant shall remain with Consolidated Rural Properties, Ltd. unless specifically assigned. Any of Declarant's rights may be assigned by Consolidated Rural Properties, Ltd. by an instrument expressly for that purpose recorded in the Official Public Records of Burnet County, Texas.

5. This Amendment shall be construed to amend the Declaration in a manner that validates and authorizes all acts and conveyances expressed in or implied by this Amendment.
6. An amendment to the restrictive covenant's in Article IX shall not apply to a Large Tract (as defined in Paragraph 6(a), Article V) unless the Owner of the Large Tract signs such amendment. The right of a Large Tract Owner to decline membership in the Association may not be amended or cancelled unless the Owner of the Large Tract signs an amendment or other waiver to that effect.
7. In the event of conflict or inconsistency of interpretation between the Original Declaration and this Amendment, this Amendment shall control.

Executed the date shown beside each signature, to be effective the 17 day of August, 2007.

SIGNATURE PAGE ratifying the Amendment to the Declaration of Covenants, Conditions and Restrictions for Oak Ridge Ranch Subdivision

CONSOLIDATED RURAL PROPERTIES, LTD., Owner of Tracts 1-7, 9-14, 16, 18, 20-22, 25-30, 33-35 and 37, Oak Ridge Ranch

By: [Signature]
By: Creekside Rural Investments, Inc.
General Partner
By: Jay Dickens, President

Date 8-17-2007

THE STATE OF TEXAS §
COUNTY OF BURNET §

This instrument was acknowledged before me on this the 17 day of August, 2007, by Jay Dickens, President of Creekside Rural Investments, a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Consolidated Rural Properties, Ltd., a Texas limited partnership.



[Signature]
Notary Public, State of Texas

OAK RIDGE RANCH SUBDIVISION 0711453

ADDITION OF PROPERTY

THE STATE OF TEXAS
COUNTY OF BURNET

§
§

WHEREAS, the original declaration for Oak Ridge Ranch subdivision was duly amended by the "Amendment to the Declaration of Covenants, Conditions and Restrictions" (referred to herein as "Declaration"), the same being of record in Clerk's Document No. 0710619, of the Official Public Records of Burnet County, Texas, and

WHEREAS, Article 5, Paragraph 6 of the Declaration provides that Consolidated Rural Properties, Ltd. may add additional property to Oak Ridge Ranch by executing and recording a document for that purpose in the Official Public Records of Burnet County, Texas, describing the property to be added, and

WHEREAS, Consolidated Rural Properties, Ltd. desires to add additional property to Oak Ridge Ranch pursuant to the Declaration, and

WHEREAS, in addition to the other tracts being added hereby to Oak Ridge Ranch, Tracts 1 and 37 in Section One of Oak Ridge Ranch required re-platting to conform to certain Burnet County subdivision regulations,

THEREFORE, Consolidated Rural Properties, Ltd. hereby adds to Oak Ridge Ranch pursuant to the Declaration, the property identified as Tract 1R, Tract 37R, Tract A, Tract B, Tract C, and Tract D, according to the plat thereof recorded in Cabinet 4, Slide 48C, Plat Records of Burnet County, Texas, said property being added subject to and with all rights conferred thereto by the Declaration. Tracts 1R and 37R shall replace the corresponding Tracts 1 and 37 in Oak Ridge Ranch.

An easement fifteen (15) feet in width along each side tract line and fifteen (15) feet in width on each front and rear tract line, along with any additional easement necessary for guy wires and anchors, is hereby reserved and set out for the construction of utilities. This easement shall include the right to clean and maintain said easement. Said utility easement shall also be incorporated as a part of Article II of the Declaration.

Executed By:
CONSOLIDATED RURAL PROPERTIES, LTD.

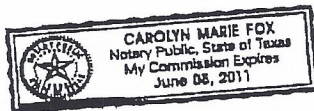
By: [Signature]
Creekside Rural Investments, Inc.
General Partner
By: Jay Dickens, President

Date 9-11-2007

THE STATE OF TEXAS §
COUNTY OF BURNET §

This instrument was acknowledged before me on this the 11th day of September, 2007, by Jay Dickens, President of Creekside Rural Investments, a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Consolidated Rural Properties, Ltd., a Texas limited partnership.

Carolyn Marie Fox
Notary Public, State of Texas



Robert S. Sellers
ROBERT S. SELLERS

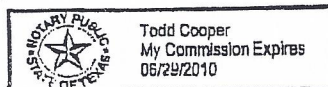
Owners of Tracts 23 & 24, Oak Ridge

Jill A. Sellers
JILL A. SELLERS

Date Aug. 21, 2007

THE STATE OF TEXAS §
COUNTY OF BURNET §
Lampasas

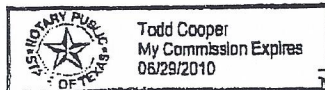
This instrument was acknowledged before me on this the 21 day of August, 2007,
by Robert S. Sellers.



T. Cooper
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF BURNET §
Lampasas

This instrument was acknowledged before me on this the 21 day of August, 2007,
by Jill A. Sellers.

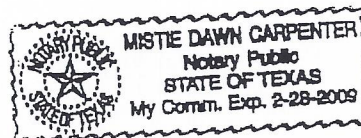


T. Cooper
Notary Public, State of Texas

Nancy Norvell
NANCY NORVELL

Owner of Tract 31, Oak Ridge
Date AUG. 14, 2007

THE STATE OF TEXAS §
COUNTY OF BURNET §



This instrument was acknowledged before me on this the 14 day of August, 2007,
by Nancy Norvell.

Mistie Dawn Carpenter
Notary Public, State of Texas

SIGNATURE PAGE ratifying the Amendment to the Declaration of Covenants, Conditions and Restrictions for Oak Ridge Ranch Subdivision

Clint Tomlinson
Clint Tomlinson

Owner of Tracts 15 & 17, Oak Ridge

[Signature]
Owner's Signature

Date 8/16/07

Jeanne Tomlinson
Jeanne Tomlinson

Owner of Tracts 15 & 17, Oak Ridge

Jeanne Tomlinson
Owner's Signature

Date 8-16-07

~~THE STATE OF TEXAS~~ §
~~COUNTY OF BURNET~~ §
Minnesota
Scott

This instrument was acknowledged before me on this the 16 day of August, 2007,

by Clint Tomlinson.

Clint Tomlinson

[Signature]
Notary Public, State of Texas



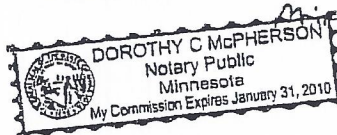
~~THE STATE OF TEXAS~~ §
~~COUNTY OF BURNET~~ §
Minnesota
Scott

This instrument was acknowledged before me on this the 18 day of August, 2007,

by Jeanne Tomlinson.

Jeanne Tomlinson

[Signature]
Notary Public, State of Texas

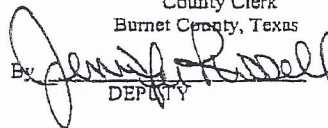


STATE OF TEXAS
COUNTY OF BURNET



I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS OF
BURNET COUNTY TEXAS.

Janet Parker
County Clerk
Burnet County, Texas

By 
DEPUTY

0710619

FILED

2007 AUG 22 PM 1:06

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

OAK RIDGE RANCH SUBDIVISION 0711453

ADDITION OF PROPERTY

THE STATE OF TEXAS
COUNTY OF BURNET

§
§

WHEREAS, the original declaration for Oak Ridge Ranch subdivision was duly amended by the "Amendment to the Declaration of Covenants, Conditions and Restrictions" (referred to herein as "Declaration"), the same being of record in Clerk's Document No. 0710619, of the Official Public Records of Burnet County, Texas, and

WHEREAS, Article 5, Paragraph 6 of the Declaration provides that Consolidated Rural Properties, Ltd. may add additional property to Oak Ridge Ranch by executing and recording a document for that purpose in the Official Public Records of Burnet County, Texas, describing the property to be added, and

WHEREAS, Consolidated Rural Properties, Ltd. desires to add additional property to Oak Ridge Ranch pursuant to the Declaration, and

WHEREAS, in addition to the other tracts being added hereby to Oak Ridge Ranch, Tracts 1 and 37 in Section One of Oak Ridge Ranch required re-platting to conform to certain Burnet County subdivision regulations,

THEREFORE, Consolidated Rural Properties, Ltd. hereby adds to Oak Ridge Ranch pursuant to the Declaration, the property identified as Tract 1R, Tract 37R, Tract A, Tract B, Tract C, and Tract D, according to the plat thereof recorded in Cabinet 4, Slide 48C, Plat Records of Burnet County, Texas, said property being added subject to and with all rights conferred thereto by the Declaration. Tracts 1R and 37R shall replace the corresponding Tracts 1 and 37 in Oak Ridge Ranch.

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Executed By:
CONSOLIDATED RURAL PROPERTIES, LTD.

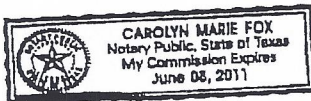
By: [Signature]
Creekside Rural Investments, Inc.
General Partner
By: Jay Dickens, President

Date 9-11-2007

THE STATE OF TEXAS §
COUNTY OF BURNET §

This instrument was acknowledged before me on this the 11th day of September, 2007, by Jay Dickens, President of Creekside Rural Investments, a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as general partner on behalf of Consolidated Rural Properties, Ltd., a Texas limited partnership.

Carolyn Marie Fox
Notary Public, State of Texas



STATE OF TEXAS
COUNTY OF BURNET



I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS OF
BURNET COUNTY TEXAS.

Janet Parker
County Clerk
Burnet County, Texas

By *[Signature]*
DEPUTY

0711453

FILED

2007 SEP 12 AM 10:52

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

SCANNED