

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on February 8, 2002, by JACK LEE MORELAND, Trustee of the Survivor's Trust referred to in the Memorandum of Living Trust dated December 31st, 2001, recorded in Volume 0474, Pages 653-657 of the Real Property Records of Real County, Texas; LEE ANN COLLIER, Individually and GENA KATHERINE OLIPHANT, Individually ("Declarant"), whose mailing address is c/o Jack Lee Moreland, 425 Sycamore, Uvalde, Texas 78801.

Recitals

- a) Declarant is the owner of all that certain real property ("the Property") located in Real County, Texas, described as follows: A 116.10 acre tract of land being situated about 5 miles 45° E of Leakey in Real county, Texas, being out of Survey No. 1535, Abstract No. 721, F.M. Snead, original grantee, and being out of a 328.9 acre tract of land conveyed from Jack Lee Moreland, et ux, to Jack and Maxine Moreland Revocable Living Trust by deed dated August 28, 2000 and recorded in Vol. 54, Page 749 of the Real Property Records of Real County, Texas, and described in Vol. 14, Page 38 of the Deed Records of said county, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.
- b) The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.
- c) This general plan will benefit the Property in general, the parcels, and tracts that constitute the Property, the Declarant, and each successive owner of an interest in the Property.
- d) Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

THE STATE OF TEXAS
COUNTY OF REAL

RESTRICTIONS, COVENANTS AND RESERVATIONS OF
INDIAN CREEK SUBDIVISION

1. All tracts shall be used for single family residential, agricultural and the other purposes as hereinafter set out. Only one (1) permanent residence will be permitted on any tract.

2. Surface Estate Only. No minerals conveyed. Mineral exploration of any type which would damage the surface shall not be permitted on any tract.
3. Water shall be for domestic use, livestock, and wildlife. No commercial underground development of water resources permitted on any tract.
4. Hunting shall be by the use of shotgun only and /or bow hunting. Prolonged or consistent discharging of firearms or target practicing shall not be allowed on any tract. Any use of firearms whatsoever shall be only by owners of tracts. Blinds shall not be closer than 100 feet from the boundary lines and no blinds shall be placed as to be seen from the highway. Personal safety of owners & owners of neighboring tracts shall be of prime consideration. Subleasing for hunting is specifically forbidden.
5. No tract in the subdivision shall be subdivided.
6. No swine are permitted on any tract in the subdivision except as projects for youths, 18 years of age and younger, for 4-H or FFA. These animals are to be fed in confinement until the date of their respective competitions only. No game chickens of any kind or emus or ostriches shall be permitted on any tracts. Other livestock, family pets and poultry for family use by an owner, shall be permitted provided such animals are kept within the boundaries of said tract at all times and provided they are not offensive and do not result in overgrazing. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a tract. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.
7. None of the tracts in the subdivision or improvements erected thereon, shall be used for any commercial purpose, except that private residences may be rented or leased to single families from time to time as the Owner of the tract may determine, and professional services of a purely personal nature may be rendered which does not attribute to the property any appearance of any commercial use thereof.
8. No inoperative "junk" vehicles or inoperative equipment, including but not limited to motorcycles, all-terrain vehicles, go-carts, and boats shall be permitted to remain on any tract for longer than sixty (60) days after the vehicle becomes inoperative.
9. No trash, garbage, refuse, used lumber, or unsightly items may be maintained, kept, thrown, dumped, or otherwise disposed of on any tract. Any trash left on the road for pick-up shall be contained in an enclosed structure that will shield it from view from the road and protect it from scattering by animals.
10. A Primary single-family single story dwelling house containing no less than 1,600 square feet of combined living area and attached enclosed garage area exclusive of porches, breezeways, carports or basements may be erected on any tract. Said dwelling shall contain a minimum of 1,200 square feet of living area. The minimum square feet of living area shall be that area which is heated and cooled.

11. Multiple story dwellings must contain not less than 1,800 square feet of combined living area and attached enclosed garage area on the ground floor. The living area on the ground floor shall contain a minimum of 800 square feet. The living area on the second story shall contain a minimum of 600 feet.
12. Secondary residence structures (guest houses) shall have no required minimum square footage, however, a secondary residence structure can only be constructed after, or concurrent with the construction of the primary residence structure.
13. A "bed and breakfast", or any type of tourist lodging service within rooms of the principal residence or in a separate guesthouse situated on the tract shall not be permitted.
14. The exterior of any building shall be completed not later than the (10) months after the laying the foundation of that respective building.
15. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or waste disposal system approved by the County and/or State Health Department or other governing body controlling wells and septic tanks.
16. A dwelling house shall not be moved onto any tract. Any dwelling house shall be constructed and erected on site. The relocation reconstruction of a structure of quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and /or industrial built homes shall not be used as a dwelling, nor stored on any tract. The term dwelling house (for purposes set out in this paragraph) shall include guesthouses.
17. No structure shall be erected on any tract nearer than 100 feet from property line.
18. After completion of a permanent residence, tract owners may store their personal travel trailer, motor home or other recreational vehicle, on their tract, so long as it is not used as permanent dwelling and is not stored closer to the public road than the rear line of the residence. During the period of construction of a dwelling house, tract owners may camp in a recreational vehicle on the tract for a period not exceeding twelve (12) months.
19. Each tract owner shall be permitted to camp overnight in a recreational vehicle or tent for a continuous period not exceeding 30 days nor more than a total of 60 days during any calendar year, provided the tract owner is present and the campsite is no closer than 100 feet from any property line.
20. All fences constructed in the subdivision shall be constructed with new materials of wood plank, rock, pipe, or net wire. They shall be installed in a workman-like manner and shall not detract from the appearance of the subdivision. All fences shall be, at a minimum, forty- two (42) inches high. No barbed wire fences shall be allowed.

21. The Declarant reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of all tract lines and public roadways and twenty (20) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with such lines, with the right of ingress to egress from across said premises for employees of utility companies owning said lines.
22. The Declarant, or assigns, reserves the right to graze (cattle and horses only) on the property until such time that the Owner erects a fence on his/her property to keep said animals out. The Developer shall not be liable to owner for any damage by said livestock or pasturage fees.
23. Buyers at their own expense shall construct their own access driveways on the highway right of way.
24. No tent, lean-to, shack or other temporary structure of any character shall be constructed or maintained on any of the tracts in the subdivision.
25. Outbuildings, (barns, garden houses, etc.) must be permanent in nature and sheet-iron, sheet aluminum or sheet fiberglass siding is to be painted. Unpainted sheet-metal roofs are permitted.
26. All structures in the subdivision shall be constructed and maintained in such a way as to not detract from the appearance of the subdivision.
27. Any Owner of any tract may enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is by way of an injunction or by recovery of damages, and the failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant shall also have the right, not the obligation, to enforce these covenants and restrictions in accordance with the provisions set forth herein.
28. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force or effect.
29. The covenants and restrictions may be amended by means of a written, recorded amendment signed by the owners of no less than seventy percent (70%) of the tracts with one vote per tract. For the purposes of this paragraph, the Declarant shall be considered the Owner of all tracts where record title is held by the Declarant, however, the Declarant will not vote for the formation, nor will the Declarant block the formation of an Owners Association. Further, under the same procedure required for an amendment under this paragraph, waivers or variances of these covenants and restrictions may be granted from time to time with respect to any tract, or with respect to any owner or occupant thereof, for the purpose of relieving hardship or permitting good architectural planning to be effected.

30. The covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by more than fifty (50) percent of the Owners. Neither any amended nor any termination shall be effective until recorded in the Official Deed Records of Real County, Texas, and all requisite governmental approvals, if any, have been obtained.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in now ay affect any other provision; an all other provisions shall remain in full force and effect.

These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Tract, and each Tract Owner.

If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

This document is being recorded to amend the document recorded in Volume 66, Page 190 of the Real Property Records of Real County, Texas in order to correct the name of the Trust from the Moreland Family Trust to the Moreland Survivor's Trust.

Dated this 28 day of February, 2002.

Moreland Survivor's Trust

By: Jack Lee Moreland
JACK LEE MORELAND, Trustee

Lee Ann Collier
LEE ANN COLLIER, Individually

Gena Katherine Oliphant
GENA KATHERINE OLIPHANT,
Individually