

STATE OF TEXAS  
COUNTY OF ROBERTSON

MODIFICATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LAKE LIMESTONE COVES

THIS MODIFIED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LAKE LIMESTONE COVES,  
referred to herein as the "Declaration", a subdivision in Robertson County,  
Texas, as shown on a plat of said subdivision recorded in Volume 2, Page  
112, Map and Plat Records of Robertson County, Texas, and acknowledged  
and agreed to by a majority of the Owners of the lots in said subdivision, is  
made and entered into to be effective August 30, 2004.

RECITALS:

- A. Lake Limestone Coves is a subdivision in Robertson County, Texas,  
as shown on a plat of said subdivision recorded in Volume 2, Page  
112, Map and Plat Records of Robertson County, Texas, further  
referred to herein as the "Property", reference to which is hereby  
made for a more complete description of same.
- B. The original Restrictions were executed by W.P. CONSTRUCTORS,  
INC. on the 21<sup>st</sup> day of July, 1979. the covenants, restrictions and  
conditions were binding upon all Owners of lots in said subdivision,  
their heirs, legal representatives and assigns for a period of twenty-  
five (25) years from the date of execution, after which time the said  
covenants would be automatically extended for successive periods of  
ten (10) years, unless an instrument signed by majority of the then  
Owners of the lots in said subdivision has been recorded in the Deed  
Records of Robertson County, Texas, agreeing to change said  
covenants in whole or in part.
- C. Lake Limestone Coves consists of 297 total lots.

- D. The majority of lot owners of said subdivision agreed to subject all lots in said subdivision to this Modified Declaration of Covenants, Conditions and Restrictions for Lake Limestone Coves as set forth herein.
- E. The modifications of covenants, conditions and restrictions referred to herein are not applicable to any residence which was erected prior to the filing of "Declaration" so long as the residence was erected in conformity with the original Restrictions which were executed on the 21<sup>st</sup> day of July, 1979; however, any new construction, replacement and/or the addition to a current residence shall conform to this "Declaration".

### AGREEMENT

NOW, THEREFORE, the undersigned hereby covenant, agree, and declare that the Property shall be owned, held, transferred, leased, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Declaration, as amended from time to time pursuant to the terms hereof, which covenants, conditions, restrictions, and easements shall be covenants running with the land and shall be a burden and a benefit to all Owners and their successors, legal representatives and assigns, and any persons acquiring or holding any interest in all or any portion of the Property, their grantees, successors, heirs, executors, administrators, legal representatives and assigns.

### DEFINITIONS:

1. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
2. Disposition of human excreta and other sewage shall be by sewer facilities as licensed by the Brazos River Authority and built in accordance with the latest standards and criteria established by the Texas Department of Health.



3. No portion of the property shall be used for any purpose other than residential or non-residential recreation, excepting those two tracts located within said subdivision, Lots 1 thru 9 of Block 6 and 1, 2, 3 and 4 of Block 7.
4. No lot shall be used for any commercial purpose or in connection with any commercial, professional or business activity to which the general public is invited, excepting those two reserve tracts located within said subdivision, Lots 1 thru 9 of Block 6 and Lots 1, 2, 3 and 4 of block 7.
5. All construction shall be of a permanent residential nature and shall consist of no less than 1000 square feet of living area; shall be finished in good quality siding and asphalt shingles or equivalent for roofing.
6. No structure of a temporary character nor any motor home, mobile home, trailer, modular home, prefabricated home, bus, camper, recreational vehicle or portable building shall be placed upon the property, either temporarily or permanently. The only exception shall be for a time period not to exceed six months during the process of actual and obvious residential construction during which time a motor home or travel trailer may be placed upon the property.
7. No hunting shall be permitted on the property, nor shall the discharge of firearms thereon be permitted.
8. No cows, horses, pigs or hogs, sheep, goats, poultry or other animals or livestock shall be kept, bred, or maintained on any portion of the property. Dogs and cats may be kept and maintained on the property, but not for commercial purposes.
9. No trash, ashes or other refuse may be thrown or dumped on any tract; no tract shall be used for the storage of cars, trucks, machinery or materials of any kind.
10. No inoperable vehicle, or any vehicle other than an operating conventional automobile, hauling trailer or water craft with current registration and current safety sticker shall be stored, placed or parked on the Property.

**ENFORCEMENT:** Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**SEVERABILITY:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

**AMENDMENT AND DURATION:** The covenants, conditions, and restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by any lot owner subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the office of the County Clerk of Robertson County, Texas, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument agreeing to abolish or amend such covenants, conditions and restrictions is signed by Owners holding at least fifty-one percent (51%) of the total votes of all Owners and recorded in the Official Records of Robertson County, Texas. There shall be one (1) vote for each lot owned.

IN WITNESS WHEREOF, the Declarants herein, have executed this declaration to be effective for all purposes as of the date first written above.