

225679

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
CREEKWOOD SUBDIVISION

Preamble

This Declaration of Covenants, Conditions, and Restrictions is made on July 11, 2005, at Gonzales, Texas, by DSG Investments, Ltd. (Declarant), whose mailing address is 7401 Highway 71 West, Suite 160, Austin, Texas 78735.

Recitals

1. Declarant is the owner of all that certain real property (the Property) located in Gonzales County, Texas, known as CREEKWOOD SUBDIVISION and described as follows:

40.01 acres of land out of the Jose Marie Salinas Four League Grant, Abstract No. 59, situated in Gonzales County, Texas, being a portion of that tract of land called 220.05 acres in a Deed to Eris E. Hummel, of record in Vol. 258, Page 8 of the Deed Records of Gonzales County, Texas, more particularly described by metes and bounds on Exhibit A attached.

2. 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.

3. This general plan will benefit the Property in general, the parcels and Lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. 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.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I

Definitions

Developer

1.01 Developer means Declarant and its successors and assigns.

Lot

1.02. Lot means any of the Lots of land shown on the plat and subdivision map recorded in ~~Volume 87 B at Page~~ _____ of the Plat Cabinet Records of Gonzales County, Texas (the Map), on which there is or will be built a single family dwelling. The term Lot does not include the Common Area.

Owner

1.03. Owner means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. Owner includes contract sellers but excludes persons having only a security interest.

Qualified Person

1.04. A qualified person means a person who is a licensed architect, landscape architect, licensed general contractor, licensed engineer, Certified Planner, or member of the Board.

Common Area

1.05. Common Area means Lots B and C as shown on the Map, Creekwood Drive as shown on the Map, street lights and subdivision signs, subject to all easements and rights described in this Declaration.

Association

1.06. Association means an incorporated association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

Board

1.07. Board means the Board of Directors of the Association.

Masonry

1.08. Masonry means brick, natural rock or stone, manufactured rock or stone and stucco.

ARTICLE 2

Architectural Control

Architectural Control Committee

2.01. Developer shall designate and appoint an Architectural Control Committee consisting of not less than two (2) qualified persons which shall serve at the pleasure of the Developer. After the Developer no longer owns any Lot, the Architectural Control Committee shall serve at the pleasure of the Board.

Approval of Plans and Specifications

2.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Application for Approval

2.03. To obtain approval to do any of the work described in Paragraph 2.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. The plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

Standard for Review

2.04. The Architectural Control Committee shall review applications for proposed work to:
(1) ensure conformity of the proposal with these covenants, conditions, and restrictions and
(2) ensure harmony of external design in relation to surrounding structures and topography. An application may be rejected for providing insufficient information. The Committee has broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Committee should detail the reasons for rejection and suggest how the applicant may remedy the deficiencies.

Failure of Committee to Act

2.05. If the Architectural Control Committee fails either to approve or reject an application for proposed work within 60 days after submission, Committee approval is not required, and the applicant has fully complied with this Article.

ARTICLE 3

Exterior Maintenance

3.01. If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Control Committee, after giving the owner thirty (30) days notice of such deficiencies by certified mail, has the right, through its agents and employees, to enter the Lot to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE 4

Use Restrictions and Architectural Standards

Residential Use Only

4.01. All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than two (2) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, has the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Type of Buildings Permitted

4.02. No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height, with a detached or attached private garage or car port. Detached garages and car ports shall be constructed with similar materials and in similar architectural style as the main residence. One portable storage building not exceeding 144 square feet in size is allowed behind the main residence outside of all setbacks. Permanent out buildings and barns may be permitted only after approval by the Architectural Control Committee. Permanent out buildings and barns shall be constructed with similar materials and in similar architectural style as the main residence. Construction of any structure must be completed within twelve (12) months of start of construction of the structure. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, has the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

Design, Minimum Floor Area, and Exterior Walls

4.03. Any residence constructed on a Lot must have a ground floor area of not less than 1,000 square feet with a total square footage of not less than 1,200 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than fifty percent (50%) masonry construction. All exterior colors, textures and materials must be specified in the plans approved by the committee. All roofs shall be constructed of fireproof materials consisting of non-glare metal, tile, dimensional fiberglass asphalt or composition shingles with minimum life of twenty (20) years. Roofs on all structures shall be of gabled construction with slopes not less than 4:12. Any residence constructed on a Lot must qualify for Guadalupe Valley Electric Cooperative's all electric (G-2) rate and use a properly sized electric central heat pump unit or units. The Architectural Control Committee may approve a residence that does not qualify only after the owner has paid a fee of \$1,200.00 to the Developer and the Developer has acknowledged receipt of this fee.

Setbacks

4.04. No building shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the minimum building setback lines shown on the Map. For purposes of this covenant, eaves and steps, shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Paragraph 4.05, these building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

Resubdivision or Consolidation

4.05. No Lot shall be resubdivided, consolidated or split except as approved by the Board and except as follows. Any person owning two or more adjoining Lots may subdivide or consolidate those Lots, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting Lot, provided that such subdivision or consolidation does not result in any Lot being

less than 0.90 acres in size. The Board shall determine the monthly fee assessment for each resulting Lot.

Easements

4.06. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Noxious or Offensive Activities Prohibited

4.07. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses

4.08. No structure shall be used for residential purposes unless it is approved for that purpose by the Architectural Control Committee. No trailer, mobile home, manufactured home, modular home, motor home, tent, shack, garage or other outbuilding may be used either temporarily or permanently as a residence.

Signs

4.09. No signs of any type shall be allowed on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Oil Development and Mining Prohibited

4.10. No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Rubbish, Trash and Garbage

4.11. No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Sewage Disposal

4.12. Individual sewage-disposal systems are permitted on any Lot with the condition that the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable governmental authorities. Approval of the system as installed shall be obtained from that authority. All systems must be designed by a Licensed Engineer or a Registered Sanitarian and approved by the Gonzales County Building Official.

Water Supply

4.13. No individual water-supply systems shall be permitted on any Lot. Water meters must be purchased from Gonzales County Water Supply Corporation.

Protective Screening

4.14. Protective screening areas are established as shown on the Map, including a thirty (30) foot strip of land along the property lines of Highway 90A. Planting, fences, or walls shall be maintained throughout the entire length of the protective screening areas by the Association. The Owner or Owners of the adjacent Lots at their own expense must maintain the area between the planting, fences and/or walls and their Lot line. No building or structure, except a screen fence or wall, or facilities for utilities or drainage, shall be placed or permitted to remain in the areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

Animals

4.15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Dogs must be leashed or kept in a fenced yard or pen. 4-H and FFA projects and show animals are allowed to be kept on Lots in appropriate pens and enclosures by members of these organizations that are full time residents of the Lot.

Fences, Walls, Hedges, and Utility Meters

4.16. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences.

Trucks, Buses, and Trailers

4.17. No vehicle, truck, van, bus or trailer shall be left parked in the street in front of any Lot, or shall be parked nearer to the front lot line than the main residence, or nearer to the side Lot lines than the minimum building setback lines shown on the map, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity.

Prohibited Activities

4.18. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Poles, Masts, and Antennas

4.19. No poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee.

Propane Tanks

4.20. If an Owner qualifies under 4.03, for other than an all electric residence and chooses to use alternative energy sources, the location and screening of the energy source must be approved

by the Architectural Control Committee prior to installation of the energy source, i.e. if propane is used, the location and screening of the propane tank must be approved by the Architectural Control Committee.

Landscaping
4.21.

Each Owner shall plant two (2) Live Oak trees prior to occupying the residence. One tree shall be planted north of the southerly property line a distance equal to 1/4 of the total frontage of the Lot, and the second shall be planted south of the northerly property line a distance equal to 1/4 of the total frontage of the Lot. Both trees shall be planted within the Lot no more than twenty-five (25) feet from the front property line. If a tree exists in close proximity to the specified location this requirement may be waived by the Board. The Owner is responsible at the Owner's own expense for irrigating, fertilizing, trimming and maintaining these trees. A Portland Cement Concrete driveway is required to be constructed by the Owner of each Lot at the Owner's expense from the street in front of the Lot to the Residence, garage or car port.

Mail Boxes
4.22.

Each Owner shall install one mail box meeting minimum requirements of the United States Postal Service for a residential mail box adjacent to the driveway serving the Lot and at the street in front of the Lot.

ARTICLE 5

Easements

Reservation of Easements

5.01. All easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in any easement. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility.

Underground Electrical System

5.02. An underground electricity distribution system shall be installed to serve all Lots in the subdivision. Guadalupe Valley Electric Cooperative (GVEC) shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop in accordance with then-current standards and specifications of GVEC for the residence constructed on the Lot. For as long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current. A minimum 200 ampere meter base and main disconnect switch shall be installed at the owner's expense and located on the side of the

residence nearest to the pad mount transformer or secondary pedestal, and shall be located in the front yard outside of any fenced area.

ARTICLE 6

Association

Creation

6.01. The Owners shall constitute the Association. Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership

6.02. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association

6.03. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

Membership Voting, Elections, and Meetings

6.04. Each Owner shall have one vote for each Lot owned. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of Three (3) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board

6.05. Through the Board, the Association shall have the following powers and duties:

- (a) To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, and its rules and regulations.
- (c) To elect officers of the Board and select members of the Architectural Control Committee when that power devolves to the Board.
- (d) To delegate its powers to committees, officers, or employees.

- (c) To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) To establish and collect special assessments for capital improvements or other purposes.
- (h) To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- (j) To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) To give reasonable notice to all Owners of all annual meetings of the membership and all discipline hearings.
- (l) To hold regular meetings of the Board at least Quarterly.
- (m) To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

ARTICLE 7

General Provisions

Enforcement

7.01. The Developer or the Association, or any Owner has the right to enforce all restrictions, conditions, and reservations imposed by this Declaration by any proceeding at law or in equity. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability

7.02. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land

7.03. 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 Lot, and each Lot Owner.

Duration and Amendment

7.04. 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 percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than seventy-five percent (75%) of the Owners. Neither any amendment nor any termination shall be effective until recorded in the Deed Records of Gonzales County, Texas, and all requisite governmental approvals, if any, have been obtained.

Attorneys Fees

7.05. 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.

Liberal Interpretation

7.06. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is signed this 20 day of July, 2005, at 10:15,
Texas.

DECLARANT:

DSG INVESTMENTS LTD.

By: Judy Schauer
Judy M. Schauer, President of DSG
INVESTMENTS GP, INC., General
Partner of DSG INVESTMENTS, LTD.

ACKNOWLEDGMENT

VL927PG0220



STATE OF TEXAS

COUNTY OF GONZALES

This instrument was acknowledged before me on July 20, 2005 by Judy M. Schauer, President of DSG Investments GP, Inc. General Partner of DSG Investments, LTD, a limited partnership organized under the laws of the State of Texas.

Pat L Mosher
Notary Public in and for the State of Texas
Pat L Mosher
Printed Name

FILED this 20 day of July, 2005
at 10:20 A M
LEE RIEDEL
COUNTY CLERK, GONZALES COUNTY, TEXAS
By [Signature] Deputy

STATE OF TEXAS COUNTY OF GONZALES
I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded in
the Official Records of Gonzales County,
Texas in volume and page as stated
hereon by me.

JUL 21 2005

[Signature]
County Clerk, Gonzales County, Texas

226600

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
CREEKWOOD SUBDIVISION

Preamble

This document is an Amendment to Declaration of Covenants, Conditions, and Restrictions is made on July 11, 2005, by DSG Investments, Ltd. (Declarant), whose mailing address is 7401 Highway 71 West, Suite 160, Austin, Texas 78735 and of record in Vol. 927 Page 210 of the Deed Records of Gonzales County, Texas..

Recitals

1. Declarant is the owner of all of the Lots in the subdivision located in Gonzales County, Texas, known as CREEKWOOD SUBDIVISION as recorded in the Plat Cabinet Slide 87B. As the owner of all of the Lots in the Subdivision, Declarant is authorized to make this Amendment, and adopts this Amendment to the Declaration of Covenants, Conditions and Restrictions of record in Vol. 927, Page 210 of the Deed Records of Gonzales County, Texas.

2. The Declaration of Covenants, Conditions and Restrictions is amended to change Paragraph 4.03 to be as follows:

“Design, Minimum Floor Area, and Exterior Walls

4.03. Any residence constructed on a Lot must have a ground floor area of not less than 1,000 square feet with a total square footage of not less than 1,500 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages. The exterior walls of any residence shall consist of not less than fifty percent (50%) masonry construction. All exterior colors, textures and materials must be specified in the plans approved by the committee. All roofs shall be constructed of fireproof materials consisting of non-glare metal, tile, dimensional fiberglass asphalt or composition shingles with minimum life of twenty (20) years. Roofs on all structures shall be of gabled construction with slopes not less than 4:12. Any residence constructed on a Lot must qualify for Guadalupe Valley Electric Cooperative's all electric (G-2) rate and use a properly sized electric central heat pump unit or units. The Architectural Control Committee may approve a residence that does not qualify only after the owner has paid a fee of \$1,200.00 to the Developer and the Developer has acknowledged receipt of this fee.”

3. No other change to the Declaration of Covenants, Conditions and Restrictions is made. All other provisions remain as written in the recorded document.

VL932PG0530

This Amendment to the Declaration is signed this 20 day of October, 2005, at Gonzales, Texas.

DECLARANT:

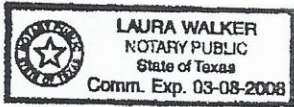
DSG INVESTMENTS LTD.

By: Judy Schauer
Judy M. Schauer, President of DSG INVESTMENTS GP, INC., General Partner of DSG INVESTMENTS, LTD.

ACKNOWLEDGMENT

STATE OF TEXAS :
: COUNTY OF GONZALES :

This instrument was acknowledged before me on Oct 20, 2005 by Judy M. Schauer, President of DSG Investments GP, Inc. General Partner of DSG Investments, LTD, a limited partnership organized under the laws of the State of Texas.



[Signature]
Notary Public in and for the State of Texas

Printed Name

FILED this 20 day of Oct, 2005
at 11:40 A M
LEE RIEDEL
COUNTY CLERK, GONZALES COUNTY, TEXAS
By: [Signature]

STATE OF TEXAS - COUNTY OF GONZALES
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Records of Gonzales County, Texas in volume and page as stamped hereon by me.

OCT 21 2005

[Signature]
County Clerk, Gonzales County, Texas