

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS <
RESTRICTIONS, RESERVATIONS AND EASEMENTS

CREEKMORE MEADOWS

STATE OF TEXAS

COUNTY OF AUSTIN

WHEREAS, pursuant to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements dated June 21, 2022, recorded in **Document No 223722**, Official Public Records, Austin County, Texas (the "Restrictions"), the undersigned, being the Developer, owning all lots in Creekmore Development except Lots 1 and 10, and pursuant to Article VIII, Section III, hereby amends the Restrictions as follows:

Article VIII, Section III:

SECTION III. Restrictions Run with Land: Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of all Lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part.

Until such time as the Developer has sold **a minimum of twenty-six Lots in the Subdivision**, the Developer, for itself and its successors and assigns, reserves the right to alter, amend or revise these covenants and restrictions unilaterally, provided, however, that any actions by the Developer to so alter or amend these covenants and restrictions shall be performed in good faith and consistent with the Developer's best judgment regarding the overall wellbeing of the Subdivision and all Owners of Lots within the Subdivision. The Developer, however, at any time prior to conveying **twenty-six Lots in the Subdivision**, may waive such right. After the Developer has either **sold twenty-six Lots in the Subdivision**, or after the Developer has waived its right to unilaterally alter, amend or revise these covenants, these covenants and restrictions may be revised or amended only by a written instrument signed by the owners of the Lots, with a minimum of seventy-five (75) percent of the votes in the Association voting in favor of such amendment, and the amended instrument shall be recorded in the Official Public Records of Austin County, Texas. However, no amendment shall be effective to: (1) release a Lot Owner and/or the Association from its responsibility to maintain the Reserve "A" as shown on Subdivision Plat and as described herein.

Article VI, Section IV., Item A:

A. Double or triple wide manufactured homes or trailers, kit homes or modular homes shall be permitted to be placed or built on any Lot within the Subdivision. **No single wide manufactured homes or trailers, kit homes or modular homes shall be permitted to be placed or built on any Lot within the Subdivision** As used herein, the term "single-family" shall be construed to prohibit use of any Lot for duplex houses, condominiums, townhouses or apartment houses. The term "single-family residential use" shall be construed to prohibit multiple families from utilizing any individual Lot as a permanent residence. **All other homes constructed on the property must be a minimum of one thousand three hundred fifty (1,350 sq. ft.) square feet of temperature-controlled living space, not including garages and porches in said square footage calculations.**

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of this ____ day of September 2022.

DEVELOPER:

Creekmore Development, LLC, a
Texas Limited Liability Company

By: _____
James Creekmore, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ____ day of September 2022 by James Creekmore, Manager of Creekmore Development, LLC, a Texas Limited Liability Company, on behalf of said company.

Notary Public, State of Texas