

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS, RESERVATIONS AND EASEMENTS**

**CREEKMORE MEADOWS SUBDIVISION**

STATE OF TEXAS

COUNTY OF AUSTIN

WHEREAS, J.C. Land Co., LLC as Developer recorded a Declaration of Covenants, Conditions and Restrictions, Reservations and Easements under Instrument No. 223538, Official Public Records, Austin, County, Texas (“Original Recorded Declaration”).

WHEREAS, J.C. Land Co, LLC did not hold record title to the property described in the Original Recorded Declaration and the Original Recorded Declaration did not contain the recording information for the recorded plat of Creekmore Meadows Subdivision.

WHEREAS, this First Amended and Restated Declaration of Covenants Conditions, Restrictions, Reservations and Easement for Creekmore Meadows Subdivision shall amend, restate and fully take the place of that certain Original Recorded Declaration so that certain Original Recorded Declaration shall have no further force or effect on the property described herein.

NOW THEREFORE, Creekmore Development, LLC, a Texas Limited Liability Company (the “Developer”) declares as follows:

The Developer is the owner of the following described real property lying and being situated in the County of Austin and the State of Texas, as more particularly described as follows, to-wit:

Tracts 1-26, and Reserve “A”, CREEKMORE MEADOWS SUBDIVISION, a subdivision in Austin County, Texas, according to the map or plat therefore recorded in Instrument No. 223536, Official Public Records, Austin County, Texas and as shown on the drawing attached hereto as Exhibit “A”.

(Referred to herein as “Creekmore Meadows Subdivision, the “Subdivision” or the “Property”)

## ARTICLE I: INTRODUCTION

For the purpose of carrying out a uniform plan for the development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners, Developer does hereby declare, adopt, and impose upon the above described real property the following covenants, conditions, easements, restrictions, and limitations, which shall apply to and become a part of all legal instruments whereby title or possession to any Lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, easements, restrictions, and limitations to run with the land and to be binding upon and inure to the benefits of all parties, now or hereafter, owning or using above described Property or any portion thereof, their heirs, executors, administrators, successors and assigns.

## ARTICLE II: ADDITIONS TO THE PROPERTY

A. Incorporation: The Developer, its successors and assigns, shall have the sole right, without requiring the consent or approval of any third party, including the Owners of any Lots ("Owner/s") or lienholders on those Lots, at any time prior to July 31, 2032, to annex or incorporate within the scheme of this Declaration, additional land, Lots or phases of the property, (a) following the acquisition of such property, or (b) barring the acquisition of such property, with the consent of the record owner of such other property.

B. Filing Affidavit: To evidence the annexation or incorporation of additional property, Developer shall record an Affidavit stating that such property has been annexed or incorporated into the Subdivision.

## ARTICLE III: PROPERTY RIGHTS

### SECTION I. Owner's Easement and Right to Use of Reserve "A":

A. Every Owner of a Tract shall have a right and easement to the Reserve "A" Lot as shown on the plat of the Subdivision being that certain 2.548 acres ("Reserve "A"), including without limitation, the right of pedestrian ingress and egress, in and to Reserve "A" and any improvements or water feature on said Reserve "A", subject to any and all guidelines or regulations duly imposed by the Association on said Reserve "A". The right and easement to the Reserve "A" shall also be deemed granted to the Association and each Tract owners' families, guests, invitees, employees, and tenants.

B. Developer reserves the right to fully utilize at all times Reserve "A" for the benefit of the Developer's property described herein.

### SECTION II. Association's Right of Entry / Fire Suppression:

A. The Developer, the authorized representative of the Association or its Board of Directors shall be entitled to reasonable access to the individual Lots described herein as may be required in connection with the preservation of life or property on any individual Lot or Lots in the event of an emergency or in connection with the maintenance of, repairs or replacement of facilities within Reserve "A"; provided, after such entry, the Developer or the Association shall restore the Lot to its former condition.

#### ARTICLE IV: PROPERTY OWNER'S ASSOCIATION

SECTION I. Membership: Developer and every Owner of a Tract, which is subject to an assessment, shall be a member of the association ("Member") known as **The Creekmore Meadows Property Owners Association, Inc., a Texas nonprofit corporation** (the "Association"). The Association shall be formed as a non-profit corporation at the discretion of the Developer and shall be governed under the laws of the State of Texas and the Bylaws or other regulations imposed by said corporation. Such Owners and Members shall abide by the Association's Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a Lot automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any Tract that is subject to assessment.

Prior to the Developer relinquishing control to the Association, which shall occur once the Developer has sold Thirteen (13) of the Subdivision Lots, (or at any previous time determined at Developer's sole discretion), the Developer shall have the unilateral right to establish and appoint the initial Directors of the Association. At such time that the Developer transfers control to the Association, the Association by a simple majority shall elect at least three (3) Directors of the Association, Officers of the Association to include the President, Vice-President, Treasurer/Secretary. Each Member shall have one vote with respect to each Lot owned by such Member. A simple majority of the votes shall be used to determine the policy of said Homeowner's Association. A duly elected Member of the Association is eligible to concurrently serve as a Director and Officer of the Association.

SECTION II: Rights and Obligations of the Association: The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Reserve "A" area as shown on the Subdivision plat for purposes of drainage. Such maintenance shall include but not be limited to mowing, clearing of normal debris, maintaining any fences or improvements located in the Reserve "A" and all other special or routine maintenance.

#### ARTICLE V: ASSESSMENTS

SECTION I. Assessments; Creation of a Lien: Each Lot owner, (with the exception of those unsold Tracts still owned by the Developer), by acceptance of a deed for the Tract/s, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the

Association (a) annual assessments or charges, and (b) special assessments for required maintenance, repairs or capital improvements, such assessments to be established and collected as provided in this Article. The annual and special assessments, if not paid when due, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed.

SECTION II. Purpose of Assessments: The assessments collected by the Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and the enjoyment of the Reserve "A", including but not limited to, the cost of construction, repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the procurement and maintenance of insurance and in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, and such other needs as may arise. The Developer, until such time as he deems necessary, may use the assessments or any part thereof, for developing, improving, operating and maintaining the Reserve "A", which the owners and/or occupants of Lots may be privileged or shall have the right to use. It is agreed and understood that the judgment of the Developer, initially and later the Association, as custodian and administrator of said assessments, when used in good faith in the expenditure of said funds, or any part thereof, shall be binding, final and conclusive upon all parties in interest.

SECTION III. Assessments: Assessments shall initially be set at One Hundred Fifty Dollars, (\$150.00), annually per Lot, and may, pursuant to the procedures outlined in the Association's Bylaws, be raised or lowered as appropriate and necessary.

SECTION IV. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement. Any such assessment shall have the assent of the members of the Association in accordance with the Bylaws.

SECTION V. Uniform Rate of Assessment: Both annual and special assessments shall be fixed at a uniform rate for all Lots.

SECTION VI. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any Lots subject to the assessment on the first day following the date on which title to the Lot is conveyed to the owner. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year when title to the Lot is transferred. The assessments shall be due annually, or due as directed by the Developer or the Board of Directors of the Association.

SECTION VII. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within sixty (60) days after the due date shall bear interest from the due

date at the rate of Ten (10%) percent. The payment of the assessment and interest payment hereby imposed shall be secured by an express lien in favor of the Developer (and Association, when formed) as custodian and administrator of the assessments, which lien is placed and imposed upon each Lot in the Subdivision subject to such charge. There is hereby granted unto the Developer (and Association, when formed) an express lien against each Lot of the Subdivision to secure all obligations of the Owner or Owners of said Lot imposed upon such Owner/s, or Lot, under the provisions hereof. Such lien may be foreclosed in the same manner as a deed of trust lien (V.T.C.A. Property Code 51.002) or a vendor's lien, without prejudice, however, to any other rights, powers or causes of action which the holder of said lien may have against any party who is then or who has heretofore been the owner of the property affected thereby. Neither Developer nor the Association shall be liable or responsible to any party for failure or inability to collect the maintenance charge or any part thereof from any party.

SECTION VIII. Subordination of the Lien to Mortgages or Deeds of Trust: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI: USE RESTRICTIONS AND BUILDING REQUIREMENTS

SECTION I. Single Family Use: All Tracts in the Subdivision are restricted to use for single-family residential purpose. No commercial use shall be allowed except that a business operated from the residence / home will be allowed, provided, that such business is not conspicuous, does not require any signs, does not result in excessive use of the roads, does not have more than two (2) employees other than the Owners of the Lot, and does not result in unsightly or excessive storage. Auto repair business, day care provider, fix it shop, gun dealers or other similar businesses do not qualify as home-based businesses.

SECTION II. Building Materials: It is the intent of the Developer that all dwellings and other structures have a neat and attractive appearance and that they are designed and constructed in a manner which will be a credit to the entire development. In that regard, exterior colors shall be limited to natural colors that blend into the surrounding, natural area. No bold or high gloss colors that stand out will be permitted. Reflective metal, cinder block or any kind of highly reflective metal is not a permissible exterior wall covering for any building, structure, or manufactured home.

SECTION III. Completion of Construction: Construction activity related to structures of any type or for any purpose on any Subdivision Lot shall be completed within twelve (12) months from the commencement of construction, unless prior written consent is obtained from the Board of Directors of the Association, provided however, the Board of Directors of the Association shall only be permitted to provide one (1) extension not to exceed six months. All

construction equipment, materials and trash shall be managed, contained, stored and cleared on an ongoing basis. It is the sole responsibility of each Lot Owner to make certain that their builder/s and trade contractors maintain a neat, clean and orderly job site during construction so as to make certain that such construction activities do not become a nuisance to, an eyesore to, or otherwise objectionable to other Tract Owners within the Subdivision.

SECTION IV. Various Use Limitations:

A. Single, 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. 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.

B. Garages, workshops, barns, pool cabana, and other outbuildings, ("outbuildings") may be built prior to or while the primary residential dwelling is being built, so long as they are of good construction, kept in good repair and as long as the primary dwelling is completed within twenty-four (24) months of commencement of construction of said outbuilding/s. Under no circumstances shall an Owner be allowed to construct any temporary housing for any animals or maintain animals on a Lot prior to the construction or location of the primary residential dwelling on said Lot or prior to permanently residing in the Subdivision. Propane and/or butane tanks shall be concealed in a fashion that they are not directly visible from any other Lot.

C. No commercial breeding, housing or production of animals, birds, swine or reptiles will be permitted on any Lot.

D. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render the Lot or any portion of it unsanitary, unsightly, offensive, or detrimental to any other Lot or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. No Lot or any part thereof shall be used or maintained as a dumping ground for rubbish. No junk, repair, inoperable vehicles or wrecking yard shall be located on any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner and shall be properly covered or otherwise out of sight from the any other Lot or any of the Subdivision roadways..

E. Setbacks for improvements and structures shall be as shown on the recorded Subdivision Plat ("Plat").

F. **No Tract shall be used in a manner that reasonably adversely affects any other Lot owner/s or creates an annoyance or nuisance to any other Lot Owner/s.** This shall include noise pollution such as barking dogs, loud music, excessively noisy ATVs or any activity or use which causes a nuisance. No outdoor shooting ranges for any type of firearm are permitted. Additionally, no vapor lights or any sort of light that causes nighttime sky pollution

shall be permitted. All exterior lighting must be approved by the Developer and/or the Board of Directors of the Association. This includes radio tower transmitters, antennas and neon lights. Satellite dishes shall be permitted however their size, location and mounting supports shall be subject to the approval of the Developer or the Board of Directors of the Association.

G. No water well, septic tank or other means of sewage disposal may be installed unless the construction and location complies with all existing state, county, or other governmental regulations and is approved by the proper governmental authorities having jurisdiction with respect thereto. All water wells existing prior to the recording of the final approved Subdivision plat, which wells are located on any individual Tract, shall convey with the Tract and become the property of such Tract Owner/s and shall be available to such Owner/s for their use.

H. No signs shall be placed on any Tract, provided, however, one professionally made "For Sale" sign not exceeding four (4') square feet in size shall be allowed to advertise a particular Tract for sale.

I. Each Lot shall have only one (1) Lot Access Driveway from a roadway in the Subdivision, for access, ingress and egress into and out of each Lot, unless approved otherwise by the Developer or the Board of Directors of the Association. All Lot Access Driveways must be designed and constructed so as to comply with all Austin County specifications for such driveways and in a manner not detrimental to any Subdivision roadway.

J. Except as otherwise provided herein, no Lot within the Subdivision may be used, subdivided or otherwise acquired for the purpose of providing access to and from adjoining property that is not within the Subdivision. This does not preclude an Owner within the Subdivision who acquires more than one Lot from constructing a driveway on one Lot in order to gain access to the other adjoining Lot within the subdivision.

K. All vehicles, trailers, boats, or recreational vehicles stored on a Lot must have display current registration from the State of Texas unless stored out of site.

SECTION V. Duty to Maintain and Rebuild:

A. No Lot shall be used or maintained as a dumping ground for trash, rubbish or yard waste. Trash, garbage or other waste shall not be kept except in sanitary containers located out of view from the street and must be pet and varmint proof. Violators will be charged a clean-up and disposal fee. Incinerators are prohibited. Containers and equipment used for the storage and/or disposal of said materials shall be kept in a clean and sanitary condition.

B. If all or a portion of a residence or other building is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, clean up and promptly rebuild, or repair such building/s in a manner satisfactory to the Developer or Board of Directors of the Association.

SECTION VI. Septic Systems: All Lot Owners shall be required to obtain a permit, install and maintain a sanitary septic tank and system for the treatment of house sewage. The use of aerators with septic systems shall also be permitted with proper approvals. All septic tank and soil absorption sewage systems shall be constructed in accordance with the requirements of the Austin County Health Department.

SECTION VII. Utility Easements: There shall be ten (10') foot, fifteen (15') foot, and twenty (20') foot wide utility easements reserved along certain Lot lines as shown the Subdivision Plat.

SECTION VIII. No Subdividing: The Owner of any individual Lot shall not be allowed to further subdivide such Lot.

#### ARTICLE VII: OTHER PROPERTY TO BE ANNEXED

This Declaration of Covenants, Conditions, Restrictions, Reservations and Easements apply only to the land described herein, provided however, Developer may but is not obligated to impose these Restrictions on other property owned by Developer, whether contiguous or non-contiguous and whether currently owned or procured at some future date. The Developer reserves the right to add or annex additional Lots or additional land to the Subdivision from time to time as the opportunity to do so might arise, and such Lots or land shall become subject to a similar scheme of Restrictions by the recording of a Supplementary Declaration of Covenants, Conditions, Restrictions, Reservations and Easements which shall extend to such annexed property.

#### ARTICLE VIII. GENERAL PROVISIONS

SECTION I. Enforcement: Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any Lot owner, by the Association, or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Lot Owner, builder, the Association, or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of these restrictions. All court costs and attorney's fees incurred in the enforcement of these restrictions shall be due and payable to the prevailing party.

SECTION II. Severability: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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 Twenty-Six (26), 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 (26) Lots, may waive such right. After the Developer has either sold seventeen (17) Tracts, 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.

SECTION IV. Amendments to Articles and Bylaws: Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

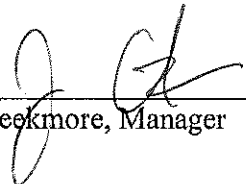
SECTION V. Non-Liability of the Directors and Officers: Neither the Developer nor the directors or officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless the Developer, each of the said directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

SECTION VI. Variances: In accordance with the general intent as stated above, the Developer or the Board of Directors of the Association may, on a case-by-case basis, authorize variances from compliance with any of the provisions of this Declaration, including but not limited to the building setback requirements contained herein. Variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Board of Directors of the Association. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Tract Owner's obligation to comply with all governmental laws and regulations affecting the property concerned. Variances will be

considered and granted on a case-by-case basis taking into consideration the unique aspects of each Tract as well as the topography of the Tract to ensure that the variance, if granted, will maintain the integrity and aesthetics of the Subdivision.

Witness the following signature on this 21 day of June, 2022.

Creekmore Development, LLC, a  
Texas Limited Liability Company

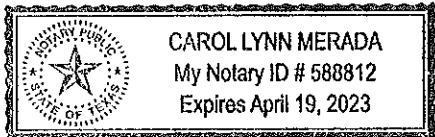
By:   
James Creekmore, Manager

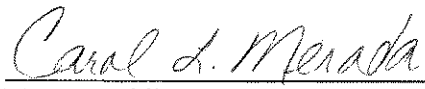
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me this 21 day of June 2022 by James Creekmore, Manager of Creekmore Development, LLC, a Texas Limited Liability Company, on behalf of said company.



  
Notary Public, State of Texas



Instrument # 223722  
6/23/2022 2:43 PM

STATE OF TEXAS COUNTY OF AUSTIN  
I certify that this instrument was filed on the  
date and time stamped by me and was recorded in the  
Official Public Records of Austin County, Texas.

Carrie Gressor, County Clerk  
Austin County, Texas

By:

*Stephanie Kovar*