

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MILL CREEK RANCH, SECTION ONE

6700

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT

COUNTY OF BURNET §

That S & C INTERESTS, INC. hereinafter called the Developer, is the owner of MILL CREEK RANCH, Section One, a subdivision in Burnet County, Texas, according to the map or plat thereof recorded in Cabinet 2, Slide 81 A thru C, Plat Records, Burnet County, Texas, to which map or plat and its record reference is here made for further description, being a subdivision of 678.03 acres more or less out of various (8) surveys in Burnet County, Texas, in consideration of the mutual benefits which will accrue to the owners of the lots in said subdivision, hereby adopt the following restrictions for the development of said subdivision, which restrictions shall be binding upon Grantors, its or their successors or assigns, and all persons claiming under them or their heirs or assigns, unless amended as herein provided for and filed of record in the Deed of Records of Burnet County, Texas.

SECTION I
ARCHITECTURAL CONTROL

1. No dwelling house or other structure of any kind may be built upon the Tract herein conveyed until the plans and specifications have been submitted to the Developer herein, his successors, heirs and assigns, and approved in writing. Developer shall approve said plans and specifications unless in his opinion the finished product would materially and detrimentally affect the value of the land and properties in Mill Creek Ranch, Section One, or do not meet the restrictions as listed herein.

SECTION II
USE RESTRICTIONS

1. The Tracts herein conveyed shall be used only for homesites of single-family dwellings and approved outbuildings of permanent construction; and shall not be used for any retail or commercial business. The same owner of two or more adjacent tracts may combine them for building purposes.
2. Any residence constructed on a lot shall be of all new material and shall have a minimum of 1600 square feet of floor space exclusive of garages, carports, and porches, patios, driveways, terraces, etc. and a minimum of fifty (50%) percent of the outside construction shall be of brick, stone, masonry or of log home construction.
3. No prefabricated, modular or mobile homes will be permitted on any lot. No trailer house, camper, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently.
4. All fences constructed must be of new materials and be built in a professional manner. Fences constructed of wire must contain a minimum of five strands.
5. No lot shall be used, sold or conveyed as a public or private road or street other than to provide ingress and egress to and from tracts in this subdivision.
6. Any dwelling commenced on the subject property shall be completed with reasonable diligence and in all events shall be completed as to the exterior within one (1) year from the commencement of construction. No building material of any kind shall be placed or stored on the subject property until the owner is ready to commence construction.
7. No building shall be constructed on the property until provisions have been made for drainage of surface water to off site without drainage across adjacent property. Drainage shall be into the street or road area or into natural drainage areas.

SECTION III
EXTERIOR OR LOT MAINTENANCE

1. No tract shall ever be used for outside unenclosed storage of any nature, nor shall any tract or part thereof be used or maintained as dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. No open trash pits shall be permitted.
2. The residence and other buildings must be kept in a good state of repair and must be painted when necessary to preserve the attractiveness thereof.
3. No excavation of any dedicated roadway will be permitted. Roadway crossings will be through road borings and require Developer approval.

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SECTION IV
TRACT SIZE, SET BACK LINES AND EASEMENTS

1. No tract shall ever be resubdivided and contain less than five (5) acres and shall front on a dedicated street or road.
2. Except for fences, no buildings or structures of any nature shall be erected nearer than fifty (50') from any dedicated street nor erected on any utility easement as set forth in (4.) below.
3. All residences shall be constructed with a driveway of either concrete, asphalt or base material at least ten (10') feet in width running from the street to the improvements.
4. An easement ten (10') feet in width adjacent to the property line and around the entire perimeter of the subject property is expressly reserved for the purposes of constructing and maintaining conduits, telephones, electric light poles, towers and other equipment to supply any public or private utility services.

SECTION V
OTHER RESTRICTIONS

1. ANIMALS. Domestic animals and livestock, specifically horses and cattle, and also poultry may be raised, bred and kept on any tract, provided a tract has been properly fenced to contain such animals and they are not kept, bred or maintained for any commercial purpose so long as same is not offensive to neighbors and is kept in a pen consistent with other improvements on the property specified herein. No swine may be kept on any tract under any circumstances. The number of animals permitted shall be limited to not more than two head per two and one-half acres. An FFA, 4-H club calf or lamb or similar project may be kept on the premises.
2. SIGNS. For sale signs and signs by the contractor or builder erecting improvements on the property will be permitted, provided that no sign of any type shall be larger in size than 2' X 2'.
3. VEHICLES. Vehicles which are not in running order shall not be kept on a tract over thirty (30) days unless such vehicle is kept in a closed garage. No commercial repairing of motor vehicles shall be permitted on any tract. No commercial trailers, house trailers, trucks in excess of one ton load weight and other similar vehicles shall be parked repeatedly or stored outside on said premises for extended periods of time.
4. HUNTING. In consideration of the safety of all owners and the general public, no hunting with rifles or pistols shall be permitted.
5. MINERALS. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Tract, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Tract. No gravel pits or excavations shall be permitted. No dirt, soil, or gravel shall be removed from the property and transported elsewhere.
6. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on or conducted on any Tract, nor shall any activity be engaged in that it is an annoyance or a nuisance to owners of the other Tracts.
7. SANITARY REGULATIONS. All buildings shall be equipped with approved sanitary plumbing fixtures and plumbing installation meeting the requirements of the National Plumbing Code and shall have sewage disposal and water supply facilities meeting the requirements standards of the State of Texas, Burnet County or other appropriate governing entity. Outdoor toilets are prohibited.

SECTION VI
ASSESSMENTS

1. An assessment of one hundred twenty (\$120) dollars per Tract per year shall run against each Tract for the maintenance of roadways and other improvements with escalation to be applied annually equivalent to the U.S. Government Consumer Price Index or other acceptable annual inflation indices. Such assessment shall be and is hereby secured by a lien on each Tract respectively and shall be payable to Developer or his assigns on the first day of January of each year commencing January 1, 1997. Developer may appoint at his discretion a Property Owners Committee consisting of a minimum of three (3) members for purpose of enforcing the restrictions and maintaining the roadways and other improvements. In the event of the death or resignation of any member of said committee the remaining member or members shall have authority to act until the member or members have been replaced. In the event of death or resignation of any members, the remaining member or members shall designate a successor(s).

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SECTION VII
GENERAL PROVISIONS

1. **ENFORCEMENT.** The Developer herein, his successors and assigns, or any owner as herein defined shall have the rights to enforce by any proceeding at law all restrictions, conditions, and reservations now or hereafter imposed by the provisions of these covenants. However, the provisions of architectural control as stated in Section I may be enforced only by Developer herein, his successors or assigns or persons to whom such enforcement powers may be specifically assigned.
2. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.
3. **DURATION AND AMENDMENT.** These restrictions shall be effective for a period of twenty-five (25) years from date hereof; however, during such period of time any one or all of such restrictions may be altered, amended or cancelled by Developer, his heirs or assigns and three-fourths majority of the owners of the above described property, the owners of such property to be entitled to one vote for each Tract owned by them. At the expiration of twenty-five (25) years from date hereof, these restrictive covenants may be extended for successive periods of ten (10) years each from and after said date, provided that three-fourths of the then owners of the above described property (the owners to be entitled to one (1) vote for each Tract owned by them) agree in writing to such extension. Any amendment, alteration, cancellation or extension of any of the foregoing restrictive covenants must be in writing and be filed with the County Clerk of Burnet County, Texas, in order to be of any force of effect.
5. **ADJUSTMENTS, WAIVERS OR VARIANCES.** Any adjustments, waivers, or variances of these covenants is for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision. Any adjustments, waivers, or variances may be granted by Developer.

Executed this 2nd day of August, 1996.

S & C INTERESTS, INC., Developer

By: Clyde O. Waters
CLYDE O. WATERS, President

ATTEST:

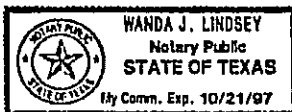
Shirley R. Waters
SHIRLEY R. WATERS, Secretary

THE STATE OF TEXAS §

COUNTY OF ~~BURNET~~ §
Dona

BEFORE ME, the undersigned authority, on this day personally appeared CLYDE O. WATERS, President of S & C INTERESTS, INC., a Texas Corporation on behalf of said corporation and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of August, 1996.



Wanda J. Lindsey
Notary Public in and for Burnet County, Texas

WM
707
PAGE 77A

STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED on the date and at the time
stamped hereon by me and was duly RECORDED in Volume 707
Page 775 of the Real Property RECORDS
of Burnet County, Texas.



Janet Parker
JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS
BY: *[Signature]* Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF BURNET
I hereby certify that this instrument was FILED in file number
Sequence on the date and at the time stamped hereon by me and was
duly RECORDED in the Real Property
Records Burnet County, Texas

8/6/96



Janet Parker
COUNTY CLERK
BURNET COUNTY, TEXAS

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JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

Pd \$13.00

*S & C Investments, Inc
309 Crane Drive
Marble Falls, TX
78054*

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AMENDMENT TO RESTRICTIONS
MILL CREEK RANCH, SECTION ONE

7827

This Amendment of Restrictions, is made and executed on the date hereinafter set forth by S & C INTERESTS, INC., formerly S & C Trucking, Inc., ("Developer").

WITNESSETH:

WHEREAS, the Developer of certain real property in Burnet County, Texas, known and designated as MILL CREEK RANCH, SECTION ONE, a subdivision in Burnet County, Texas, according to the plat recorded in Cabinet 2, Slide 81 A, B & C, Plat Records of Burnet County, Texas, to which Plat reference is here made for all purposes on this 9th day of September, 1996.

WHEREAS, the Developer did execute Restrictions of MILL CREEK RANCH, SECTION ONE on August 2, 1996 and filed of record in Volume 707, Page 772, Real Property Records of Burnet County, Texas; and said Owner amends said Restrictions of MILL CREEK RANCH, SECTION ONE.

NOW THEREFORE, said property shall be held, sold or conveyed subject to the following restrictions, covenants and conditions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, interest in the above described property, or any part thereof, their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

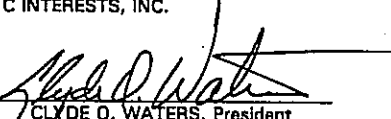
AMENDED SECTION VI
ASSESSMENTS

1. An assessment of one hundred twenty (\$120) dollars per Tract per year shall run against each Tract for the maintenance of roadways and other improvements with escalation to be applied annually equivalent to the U.S. Government Consumer Price Index or other acceptable annual inflation indices. Such assessment shall be and is hereby secured by a lien on each Tract respectively and shall be payable to Developer or his assigns on the first day of January of each year commencing January 1, 1997. The lien of the assessments provided for herein shall be subordinate to the liens or any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due. Developer may appoint at his discretion a Property Owners Committee consisting of a minimum of three (3) members for purpose of enforcing the restrictions and maintaining the roadways and other improvements. In the event of the death or resignation of any member of said committee the remaining member or members shall have authority to act until the member or members have been replaced. In the event of death or resignation of any member, the remaining member or members shall designate a successor(s).

WILL 713 PAGE 200

Executed this 9th day of September, 1996.

S & C INTERESTS, INC.

BY 
CLYDE O. WATERS, President

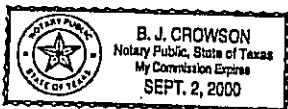
ATTEST:

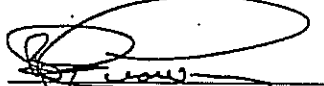

SHIRLEY R. WATERS, Secretary

THE STATE OF TEXAS

COUNTY OF BURNET

The foregoing instrument was acknowledged before me on the 9th day of September, 1996, by Clyde O. Waters, President of S & C INTERESTS, INC., a Texas corporation, on behalf of said corporation.




NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME OF NOTARY

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in Volume 713 Page 20-21 of the Real Property RECORDS of Burnet County, Texas.



Janet Parker

JANET PARKER, COUNTY CLERK
BURNET COUNTY, TEXAS
BY: *Janet Parker* Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Real Property Records of Burnet County, Texas

9/11/96



Janet Parker

COUNTY CLERK
BURNET COUNTY, TEXAS

SCANNED

COMPUTER

VOL: 713 PAGE: 201

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JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

*900 Ad
LJC*

STATE OF TEXAS §
COUNTY OF BURNET §

**Amendment of
Declarations of Covenants, Conditions, and Restrictions
for Mill Creek Ranch, Section One**

This instrument and the Affidavit attached hereto and made a part hereof for all purposes amends that certain Declaration of Covenants, Conditions, and Restrictions for Mill Creek Ranch, Section One recorded in Volume 707, at Page 772 of the Official Records of Burnet County, as amended by instrument recorded in Volume 713, at Page 200 of the Official Records of Burnet County, Texas (the "Deed Restrictions") pursuant to paragraph VII. 3. of the Deed Restrictions. This instrument sets forth the amended provisions of the Deed Restrictions: the additions to the original text are reflected by underlining and the deletions to the original text are reflected by a line through the deleted text.

**AMENDED SECTION I
ARCHITECTURAL CONTROL**

1. No dwelling house ~~or other structure of any kind~~ may be built upon the Tract herein conveyed until the plans and specifications have been submitted to the ~~Developer herein, his successors, heirs and assigns~~ Property Owners Association, and approved in writing. ~~Developer shall approve said plans and specifications unless in his opinion the finished product would materially and detrimentally affect the value of the land and properties in Mill Creek Ranch, Section One, or~~ Plans and specifications shall be approved unless they do not meet the restrictions as listed herein.

**AMENDED SECTION II
USE RESTRICTIONS**

1. The Tracts herein conveyed shall be used only for homesites of single-family dwellings and approved outbuildings of permanent construction; and shall not be used for any retail or commercial business. The same owner of two or more adjacent tracts may combine them for building purposes.

2. Any residence constructed on a lot shall be of all new material, or good quality used material normally utilized in new home construction, and shall have a minimum of 1600 square feet of floor space exclusive of garages, carports, porches, patios, driveways, terraces, etc. and a minimum of fifty (50%) percent of the outside construction shall be of brick, stone, masonry or of log home construction.

3. No prefabricated, modular or mobile homes will be permitted on any lot. ~~No trailer house, camper, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence or dwelling, either temporarily or permanently. It will be permissible to occasionally use tents or recreational vehicles, but at no time shall they be utilized as permanent residences.~~

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

4. All fences constructed must be of new materials, or good quality used material normally utilized in fence building, and be built in a professional manner. ~~Fences constructed of wire must contain a minimum of five strands.~~

AMENDED SECTION III
EXTERIOR LOT MAINTENANCE

1. ~~No tract shall be used for outside unenclosed storage of any nature, nor shall any tract or part thereof shall be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. No open trash pits shall be permitted.~~
2. The residence, ~~and other buildings and fences~~ must be kept in a good state of repair and ~~must be painted~~ appropriate exterior finishes reapplied when necessary to preserve the attractiveness thereof.
3. No excavation of any dedicated roadway will be permitted. Roadway crossings will be through borings and require Developer Property Owners Association approval.

AMENDED SECTION V
OTHER RESTRICTIONS

4. HUNTING FIREARMS. In consideration of the safety of all owners and the general public, no ~~hunting with discharge of~~ rifles or pistols shall be permitted except to protect life or property.
7. SANITARY REGULATIONS. All buildings ~~dwelling~~s shall be equipped with sanitary plumbing fixtures and ~~plumbing installation installed~~ meeting the requirements of the National Plumbing code and shall have sewage disposal and water supply facilities meeting the required standards of the State of Texas, Burnet County or other appropriate governing entity. Outdoor toilets are prohibited except for commercial portable toilets used during construction of the residence.

AMENDED SECTION VI
ASSESSMENTS

1. An assessment of one hundred twenty (\$120) dollars per Tract per year shall run against each Tract for the maintenance of roadways and ~~other improvements associated rights-of-way~~ with escalation to be applied annually equivalent to the U.S. Government Consumer Price index ~~or other acceptable annual inflation indices.~~ Such assessment shall be and is hereby secured by a lien on each Tract respectively and shall be payable to Developer ~~or his assigns~~ the Property Owners Association on the first day of January of each year commencing January 1, 1997. The lien of the assessments provided for hereon shall be subordinate to the liens on any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due. ~~Developer may appoint at his discretion a Property Owners Committee consisting of a minimum of three (3) members for the purpose of enforcing the restrictions and maintaining the roadways and other improvements. In the event of the death or resignation of any member of said committee the remaining member or members shall have authority to act until the member or members have been replaced. In the event of death or resignation of any members, the remaining member or members shall designate a successor(s).~~

1037 0513

**AMENDED SECTION VII
GENERAL PROVISIONS**

1. **ENFORCEMENT.** ~~The Developer herein, his successors and assigns~~ Property Owners Association or any owner as herein defined shall have the rights to enforce by any proceeding at law all restrictions, conditions, and reservations now or hereinafter imposed by the provisions of these covenants. However, the provisions of architectural control as stated in Section I may be enforced only by ~~Developer herein, his successors and assigns or persons to whom such enforcement powers may be specifically assigned.~~ the Property Owners Association.
3. **DURATION AND AMENDMENT.** These restrictions shall be effective for a period of twenty-five (25) years from date hereof; however, during such period of time any one or all of such restrictions may be altered, amended or canceled by ~~Developer, his heirs or assigns and three-fourths majority~~ of the owners of the above described property, the owners of such property to be entitled to one vote for each Tract owned by them. At the expiration of twenty-five (25) years from date hereof, these restrictive covenants may be extended for successive periods of ten (10) years each from and after said date, provided that three-fourths of the then owners of the above described property (the owners to be entitled to one (1) vote for each Tract owned by them) agree in writing to such extension. Any amendment, alteration, cancellation or extension of any of the foregoing restrictive covenants must be in writing and be filed with the County Clerk of Burnet County, Texas, in order to be of any force of effect.
5. **ADJUSTMENTS, WAIVERS OR VARIANCES.** Any adjustments, waivers or variances of these covenants is for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision. Any adjustments, waivers or variances may only be granted by ~~Developer~~ the Property Owners Association and shall be specific and in writing.

Affidavit and Execution Pages Attached Hereto

The Affidavit of Amendment of Declaration of Covenants, Conditions, and Restrictions for Mill Creek Ranch, Section One attached hereto and made a part hereof contains the executions and acknowledgments for this instrument. No separate execution and acknowledgment is necessary for this instrument.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

1037 0514

**Affidavit of Amendment of
Declaration of Covenants, Conditions, and Restrictions
for Mill Creek Ranch, Section One**

STATE OF TEXAS §
COUNTY OF BURNET §

This Affidavit is attached to and made a part of an instrument entitled Amendment to Declaration of Covenants, Conditions, and Restrictions for Mill Creek Ranch, Section One. Before the respective notaries public and on the respective dates set forth in each respective jurat and acknowledgment below, personally appeared the respective affiant set forth below, each such affiant, after being by the respective notary duly sworn upon his oath, did depose and state as follows:

1. Our respective names are set forth below. Each affiant states that he is over the age of 21, has never been convicted of a felony or a crime involving moral turpitude, is of sound mind, and is capable of making this affidavit. Each affiant states that if called to testify to the facts contained herein, he could competently do so. Each affiant states that he swears and testifies that all matters set forth herein are true and correct and are within his personal knowledge.

2. A. "Subdivision" means the Mill Creek Ranch, Section One, a subdivision of Burnet County, Texas, according to a plat thereof recorded at Cabinet 2, Slide 81 A through C of the Plat Records of Burnet County, Texas. The "Lots" mean the Lots described in the Subdivision Plat. The "Owners" are these legal and equitable title owners of the Lots.

B. "S&C" means S&C Interest, Inc., the original "Developer" of the Subdivision.

C. "Association" means the Mill Creek Property Owners Association, Inc., a non-profit corporation formed by the S&C through its principal, Clyde O. Waters.

D. "Deed Restrictions" means the Declaration of Covenants, Conditions, and
BURNET COUNTY, TEXAS

Restrictions for Mill Creek Ranch, Section One recorded in Volume 707, at Page 772 of the Official Records of Burnet County, as amended by instrument recorded in Volume 713, at Page 200 of the Official Records of Burnet County, Texas.

E. "Amendment to Deed Restrictions" means the Amendment to Declaration of Covenants, Conditions, and Restrictions for Mill Creek Ranch, Section One to which this Affidavit is attached.

F. "Committee" means the deed restrictions committee of the Association and Subdivision created and described in Tabs 1, 2, and 3.

G. "Officers" means the below executing officers of the Association as recruited and confirmed by the Trustees of the Association.

3. Each reference herein to a Tab will be to the Tabs of the exhibits attached to this affidavit, which are made a part hereof by this reference for all purposes. Prior to making this affidavit, each affiant states that he has reviewed the documents included under the Tabs specifically referenced herein. These documents are of the sort that are customarily relied upon by those with affiant's responsibility as a member of either the Committee or the Officers. These documents record or represent acts or events made at or near the time of the act or event by a person with knowledge (or from information transmitted by a person with knowledge), that is kept in the ordinary course of the business of the aforesaid Committee or Officers. It is a regular practice of the Committee or Officers to make or rely on these documents. Each of the documents contained under the Tabs are true and correct copies of the original documents.

4. The Committee and the Officers know of no purchaser of a Lot from S&C whose deed or contract for deed referenced the Articles of Incorporation or the By-Laws of the Association. No purchaser of a Lot is known to have taken legal or equitable title to a Lot with notice of the Articles of Incorporation or the By-Laws of the Association. Nothing

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1037 0516

contained herein is intended, and will not be construed, to revive, ratify, adopt, validate, or reinstate such Association as burdening any property in the Subdivision. Instead, affiants recognize that through all matters described herein, S&C has consistently insisted on utilizing the Association to exercise the Developer's rights under the Deed Restrictions. The The affiants have cooperated and participated with the Association only because there is no other forum in which S&C will participate as Developer under the Deed Restrictions. In order to exercise their rights as property owners in the Subdivision, the Owners have accommodated, but not ratified, the Association as binding on the Lots and the Subdivision. In 2000 the Association, without the vote or other approval of the Owners, purported to increase the annual assessment under Section IV of the Deed Restrictions. There was no formal notice to or vote by the Lot Owners to amend the Deed Restrictions in this regard. Instead the Trustees and the year 2000 Officers of the Association acted unilaterally.

5. Tab 1 memorializes the Association's delegation and appointment of the Committee at the 2001 annual meeting of the Association. Tab 2 memorializes the Committee chairman's appointment of the remaining Committee members in accordance with delegation reflected in Tab 1.

6. Tab 3 is the Committee's March 16, 2001 letter to all of the Owners soliciting their comments and suggestions for changes to the Deed Restrictions. Tab 4 is the list of Owners utilized by the Committee. This list was supplied by the Secretary of the Association, Vicki Robison, appointed by Clyde Waters, the principal of the Developer, S&C. Tab 5 is a letter from Clyde Waters on behalf of S&C, the original Developer claiming to be a property owner of record in Burnet County, Texas, but not the Subdivision specifically.

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BURNET COUNTY, TEXAS

1037 0517

7. Because the Committee desired to exclude no Owner from the process of amendment of the Deed Restrictions, by Tab 6 the Committee requested that the Association provide a list of Owners who were eligible to vote together with documentation reflecting why any Owner's voting rights had been suspended. Tab 7 is Clyde Waters' response on behalf of the Board of Trustees of the Association. As reflected in Tab 7, the Association declined the Committee's request for a voting certification list and for an explanation of why any Owner's voting rights had been suspended. The Trustees also stated that the Committee was established to act as an independent committee and to perform all tasks in an independent manner.

8. Acting upon the best available information as to voting Owners, by a cover letter attached as Tab 8, the Committee delivered a Ballot (attached as Tab 9) to all of the Owners. After an interim reminder to vote was sent to those who had not yet voted, the Committee sent a final notice to the Owners who had not yet replied, which is attached as Tab 10. S&C, the original Developer, never voted.

9. The results of the balloting are contained under Tab 11. Each affiant has examined the actual ballots and confirms that Tab 11 is an accurate summary and tabulation of the actual ballots which remain in the possession of the Committee. Based upon the Deed Restrictions, amendments receiving at least 75% of the votes of each Lot in the Subdivision successfully amended the Deed Restrictions. As reflected on page 2 of Tab 11, the only amendments that failed to pass were the amendments to paragraphs IV.1 And IV.2 of the Deed Restrictions. For convenience and clarity, the amendments to the Deed Restrictions that were passed by a 75% margin are set forth in the Amendment to Deed restrictions to which this affidavit is attached. The additions to the original text are reflected by underlining and the deletions to the original text are reflected by a line through the deleted text.

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0518

10. After the results of the balloting were communicated to Clyde Waters as President of the Association, he verbally questioned whether those Owners holding equitable title under contracts for deeds could vote (Lots 6, 23, 25, and 47). Clyde Waters also verbally stated that two Lot Owners (Lots 49 and 3) were delinquent in their assessments. No written objection has ever been made. Clyde Waters did not explain why these verbal contentions had not been made in Tab 7 when requested by Tab 6. The year 2001 Officers sought the guidance of counsel and further investigated the verbal factual allegations made by Mr. Waters. Upon investigation it was determined that for purposes of voting to amend the Deed Restrictions, there was no requirement that an Owner be current on assessments or that his Lot be in compliance with all restrictions. Therefore, those votes attributable to those verbally challenged as delinquent or in violation by Clyde Waters were counted. As to the votes attributable to Owners under contracts for deed, Tab 12 reflects the form of those contracts for deed. Tab 12 conveyed to the buyer the right to possession and enjoyment of the property, together with the obligation to pay all assessments on the property. Upon investigation it was determined that the Tab 12 form of contract for deed did not reserve to S&C the voting rights under the Deed Restrictions, but instead conveyed those voting rights to the purchaser. Neither the Committee nor the Officers have any notice that any purchaser is in default under any contract for deed.

11. This Affidavit may be executed in multiple counterparts, each of which shall be considered an original for all purposes, and all of which together constitute one and the same original. For convenience, the signature and acknowledgment pages for each signatory may be aggregated to one counterpart original for any purpose. Pages 6, 7, and 8 of this Affidavit contain the signature lines, jurats, and acknowledgments of the Officers and the members of the Committee. Unanimous execution is not necessary for validity or recording.

FURTHER AFFIANT SAYETH NOT.

Signed this 17th day of January, 2002.

[Signature]
Michael A. Crumb, Committee member and Officer

State of Texas §
County of Burnet §

Subscribed and sworn before me by Michael A. Crumb to certify which witness my hand and seal of office this 17th day of January, 2002.

Before me Teri L. Granier, the undersigned notary public, on this date personally appeared Michael A. Crumb, known to me (or proved to me on the oath of _____ or through Known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this at the date I set forth in the jurat above.



Teri L. Granier
Notary Public in and for the State of Texas
Print name: Teri L. Granier
My commission expires: 11-9-02

FURTHER AFFIANT SAYETH NOT.

Signed this 17th day of January, 2002.

[Signature]
Gerald Sheriff, Committee member

State of Texas §
County of Burnet §

Subscribed and sworn before me by Gerald Sheriff to certify which witness my hand and seal of office this 17th day of January, 2002.

Before me Teri L. Granier, the undersigned notary public, on this date personally appeared Gerald Sheriff, known to me (or proved to me on the oath of _____ or through Known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this at the date I set forth in the jurat above.



Teri L. Granier
Notary Public in and for the State of Texas
Print name: Teri L. Granier
My commission expires: 11-9-04

1037 0520

FURTHER AFFIANT SAYETH NOT.

Signed this 17th day of JANUARY, 2002.

Gary Marshall
Gary Marshall, Committee member

State of Texas §
County of Burnet §

Subscribed and sworn before me by Gary Marshall to certify which witness my hand and seal of office this 17th day of January, 2002.

Before me Teri L. Granier, the undersigned notary public, on this date personally appeared Gary Marshall, known to me (or proved to me on the oath of _____ or through known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this at the date I set forth in the jurat above.



Teri L. Granier
Notary Public in and for the State of Texas
Print name: Teri L. Granier
My commission expires: 11-9-02

FURTHER AFFIANT SAYETH NOT.

Signed this 17th day of JANUARY, 2002.

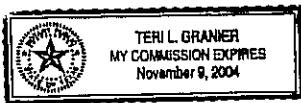
Joseph Granier
Joseph Granier, Officer

State of Texas §
County of Burnet §

Subscribed and sworn before me by Joseph Granier to certify which witness my hand and seal of office this 17th day of January, 2002.

Before me Teri L. Granier, the undersigned notary public, on this date personally appeared Joe Granier, known to me (or proved to me on the oath of _____ or through known (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this at the date I set forth in the jurat above.



Teri L. Granier
Notary Public in and for the State of Texas
Print name: Teri L. Granier
My commission expires: 11-9-04 027 0521

FURTHER AFFIANT SAYETH NOT.

Signed this _____ day of _____, 2002.

Clyde O. Waters, Officer

State of Texas §
County of Burnet §

Subscribed and sworn before me by Clyde O. Waters to certify which witness my hand and seal of office this _____ day of _____, 2002.

Before me _____, the undersigned notary public, on this date personally appeared Clyde O. Waters, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this at the date I set forth in the jurat above.

Notary Public in and for the State of Texas

Print name: _____

My commission expires: _____

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0522

TAB 1

**Mill Creek Ranch Property Owners Association
P. O. Box 764
Kingsland, TX 78639**

March 5, 2001

Michael A. Crumb
281 Oak Ridge Trail
Kingsland, TX 78639

Mike,

Thank you for agreeing to serve as chairman of the committee charged with the responsibility of reviewing the existing Declaration of Covenants, Conditions and Restrictions for Mill Creek Ranch, Section 1, and as announced at the annual POA meeting on 3/3/01.

As it is the wishes of the attending POA members, it is your responsibility to choose, from the members of the POA, whomever you wish to serve with you on this committee. As we discussed, attached is the criteria used by the Board of Trustees for you to use as guidelines in your selection. It is requested that the POA officers be furnished the names of your committee.

The main purpose of this committee is to clarify and amend the existing covenants obtaining a 75% approval of all property owners by 9/1/01, resulting in a filing of the agreed to amendment with the Burnet County's Clerk's office.

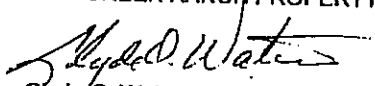
A reasonable time period of ninety (90) days should be sufficient to expect a first "draft" of a proposed amendment for review by the POA officers prior to a mailout to all POA members for their comments. It may take several cycles of review by the membership to reach consensus of a final approved amendment. Therefore, it is suggested that the committee plan the preparation and mailouts of all review documents maintaining appropriate records. Any costs incurred (i.e. postage, copies) shall be reimbursed by the POA upon presentation of appropriate receipts to the POA Treasurer. All replies should be addressed to the MCRPOA, P. O. Box 764, Kingsland, TX 78639.

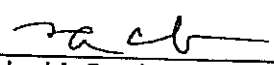
If you are in agreement with the above and it represents your understanding of the task, please sign and return this letter to me. A copy is provided for your files.

I will be available to provide support in this endeavor.

Again, thank you for taking on this responsibility and for the effort you are making on behalf of and for the benefit of all the members of the MCRPOA.

MILL CREEK RANCH PROPERTY OWNERS ASSN.


Clyde O. Waters
President


Michael A. Crumb

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1037 0523

TAB 2

March 12, 2001

Clyde O. Waters
President
Mill Creek Ranch Property Owners Assc.

Pursuant to your correspondence, dated March 5, 2001, I am furnishing the POA officers with the names of my fellow committee members.

Gerald Sheriff
419 Mill Creek Road
Kingsland, TX 78639
Lot 56

Gary Marshall
404 Oak Ridge Trail
Kingsland, TX 78639
Lot 40

Deed Restrictions Committee



Michael A. Crumb
Chairman

OFFICIAL PUBLIC RECORD
CLERK OF COUNTY CLERK TEXAS

1037 0524

TAB 3

Friday, March 16, 2001

Dear Fellow Mill Creek Ranch Property Owners,

At the recent annual meeting of Mill Creek Ranch Property Owners Association, Inc. a committee was commissioned to review the Declaration Of Covenants, Conditions And Restrictions For Mill Creek Ranch Section One for any necessary amendments. Required clarifications, changes, deletions or additions will be considered. I was selected by the officers to chair the committee, and in accordance with the wishes of attending POA members and myself, I was granted the latitude to determine the makeup and membership of the committee.

Hereinafter referred to as the Deed Restrictions Committee (DRC), we are now soliciting your candid input. Please be specific and reference Section and Item Number. Please get your feedback to us immediately. All correspondence will remain confidential within the DRC.

We wish to complete this task expeditiously; therefore, effective March 30, 2001 the DRC will begin the preparation of proposed changes to the Deed Restrictions. These will be prepared in a ballot format, with the exact language of each revised item shown and changes underlined. Each property owner will be provided a ballot and will vote "for" or "against" each revised item. Votes will be recorded in compliance with Section VII, Item 3 of the Deed Restrictions. Amendments receiving a 75% or greater approval will be filed with the County Clerk of Burnet County, Texas.

You may have received, or will be receiving, a Mill Creek Planning Questionnaire dated March 3, 2001, which came from the POA and should not be confused with this solicitation for input. While the DRC will see copies of that survey, it covers items outside the scope of our committee and lacks the specificity we need.

The DRC consists of the following members and residents of Mill Creek Ranch:

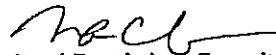
Mike Crumb (Chairman)	Gary Marshall	Jerry Sheriff
281 Oak Ridge Trail	404 Oak Ridge Trail	419 Mill Creek Road
Kingsland, TX 78639	Kingsland, TX 78639	Kingsland, TX 78639
(915) 388-2487	(915) 388-6840	(915) 388-8238
		email: jsheriff@tstar.net

Postal correspondence should be sent to the chairman. An email address has been provided for those who prefer that method of correspondence. Feel free to call any member if you have questions, but a written response will be required for your suggestions to be considered.

As you consider recommended changes, we encourage you to keep the rural nature of our community in mind. Rationality should be the touchstone of proposed amendments, for it is the foundation of a harmonious neighborhood.

We look forward to your prompt reply and support as we move forward with this task.

Sincerely,



Deed Restrictions Committee
Mike Crumb
Chairman

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0525

TAB 4

MCRPOA Members.wdb - Property Owners

Name:	First Name	Address	City	State	Zip
Alford	J. Randall	1408 CR 3300	Kempner	TX	76639
Angelosante	Linda	163 Oak Ridge Trl.	Kingsland	TX	78639
Bigham	Robert G.	1407 Morman Mill Rd.	Marble Falls	TX	78654
Bohannan	Charles W.	309 Frazier	Tow	TX	78672
Bowen	Kenneth W.	PSC 451 Box 219 FPOAE 098			
Brewer	John G.	1827 River Oaks Dr.	Kingsland	TX	78639
Brown	Randy A.	P. O. Box 347	Kingsland	TX	78639
Carroll	B. Heath	506 Gateway Pkwy. #606	Marble Falls	TX	78654
Castle	Ruth T. & Jerry M.	3302 Wedgewood St.	Midland	TX	79707
Crumb	Michael A.	281 Oak Ridge Trl	Kingsland	TX	78639
Daque	Christopher D.	1216 Taylor Creek Dr.	Mesquite	TX	75181
Dempsey	Charles W.	813 Twin Oak Trl.	Cedar Park	TX	78613
Dupree	Donald E.	Rt. 3, Box 149-2	Vinita	OK	74301
Ellenberger	Gary R.	P. O. Box 5641	Round Rock	TX	78683
Fulit	Malcolm L.	707 Best Way	San Antonio	TX	78254
Fournier	Jean Guy	2515 Commerce	Marble Falls	TX	78654
Gerth	Keith W.	303 Mill Creek Rd.	Kingsland	TX	78639
Graham	Michael N.	8158 Lowd Ave.	El Paso	TX	79907
Granier	Joseph C.	480 Juniper Trl.	Kingsland	TX	78639
Hearn	William C.	5208 Bayou Dr.	Dickinson	TX	77539
Johnson	Keith Edward	9105 Cedarcrest Dr.	Austin	TX	78750

TAB 4.

Name	First Name	Address	City	State	ZIP
Judice	Kevin	209 Oak Ridge Trl.	Kingsland	TX	78639
Klein	Marc H.	PSC 557, Box 3190	FPO AP 96379-3190		
Knox	Bill G.	P. O. Box 957	Kingsland	TX	78639
Lahmon	Jon D.	330 CR 136 C	Kingsland	TX	78639
Luckenbach	Michael J.	17 Hunter Ridge	Windsor	CT	6085
Lukehart	Jim W.	5414 Hickory Ridge Blvd.	Baton Rouge	LA	70817
Lusinger	Larry R.	311 Oak Ridge Trl.	Kingsland	TX	78639
Morgan	Todd E.	480 Mill Creek Rd.	Kingsland	TX	78639
Morgan	Gary L.	404 Oak Ridge Trl.	Kingsland	TX	78639
Morgan	Rory F.	168 Juniper Trl.	Kingsland	TX	78639
Nye	Larry B.	P. O. Box 1429	Kingsland	TX	78639
Offer, Jr.	Hubert S.	704 Emerald Wood Dr.	Austin	TX	78745
Patten	Charles Michael	10632 Chapton Village Dr.	Comroe	TX	77303
Payne	Billy Jack	P. O. Box 1913	Kingsland	TX	78639
Payne	Jack E.	P. O. Box 1024	Kingsland	TX	78639
Payne	Phillip L.	20830 N. 34th Drive	Phoenix	AZ	85027
Rickert	Larry T.	913 Shadow Creek Dr.	LaPorte	TX	77571
Ritz	Phillip E.	18315 Cransley Dr.	Houston	TX	77084
Robinson	David L.	684 Mill Creek Rd.	Kingsland	TX	78639
Scott	Nolen	1506 Concordia Ave.	Austin	TX	78722
Seats	Glenn T.	532 Mill Creek Rd.	Kingsland	TX	78639
Sheriff	Gerald W.	709 Clear Cove Dr.	Granite Shoals	TX	79654

TAB 4

Name:	First Name	Address	City	State	ZIP
Stephens	Jerry L.	210 Robin Rd.	Highland Haven	TX	78639
Tallman	Curtis G.	307 Desert Willow Ct.	League City	TX	77583
Turner	Jessie	4804 River Oaks Dr.	Kingsland	TX	78639

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

1037 0528

TAB 5

S & C INTERESTS, INC.
309 Crane Drive
Marble Falls, TX 78654

March 30, 2001

Deed Restriction Committee
281 Oak Ridge Trail
Kingsland, TX 78639

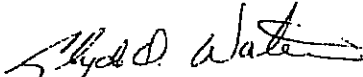
Mike Crumb, Chairman

Reference is made to your letter of March 16, 2001, to Mill Creek Ranch Property Owners.

A copy of this letter was furnished to me on 3-30-01. S & C Interests, Inc. did not receive this correspondence. I am sure this was an oversight on behalf of the DRC.

It is requested that your records be corrected to reflect that S & C Interests, Inc. is a property owner of record in Burnet County, TX.

S & C INTERESTS, INC.


Clyde O. Waters

cc. MCR POA

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0529

*Deed Restrictions Review Committee
Mill Creek Ranch P.O.A. Inc.*

Memo

To: Board Of Trustees
From: Deed Restrictions Review Committee
Date: March 26, 2001
Re: Certified List of Eligible Voters

Please provide the Deed Restrictions Review Committee with a certified list of property owners in Mill Creek Ranch Section One who are eligible to vote on matters concerning said community.

If the voting rights of any owner have been suspended, please provide copies of correspondence notifying them of loss of voting rights and conditions under which restoration will occur.

The Deed Restrictions Review Committee will soon be submitting proposed changes for property owner votes, and wish to avert any problems with vote certification.

Your prompt response to this request will be greatly appreciated.



Mike Crumb

Chairman - Deed Restrictions Committee

OFFICIAL PUBLIC RECORD
BURKET COUNTY, TEXAS

1037 0530

TAB 7

April 2, 2001

To: Deed Restrictions Review Committee

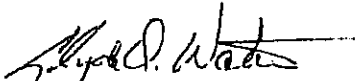
From: Board of Trustees

Re: Certified List of Eligible Voters

The Board of Trustees respectfully declines your request that it furnish a certified list of MCR property owners who are eligible to vote. It is the understanding of the Board of Trustees that the Deed Restrictions Review Committee (DRRC) was established to act as an independent committee to review the MCR Deed Restrictions and to perform all associated tasks in an independent manner.

Accordingly, the DRRC should establish the certified list it requires and then coordinate this list with the MCR POA officers for concurrence.

With respect to your request regarding voting rights suspensions, this information is available in the MCR POA files and may be reviewed upon request and at reasonable times.


Clyde O. Waters
Board of Trustees

cc: MCR POA

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

1037 0531

TAB D

Tuesday, April 10, 2001

Dear Mill Creek Ranch Property Owner,

Enclosed is a ballot for your vote on various amendments to the Declaration Of Covenants, Conditions And Restrictions For Mill Creek Ranch Section One.

Each Vote is Vital!

Please Vote!

Please complete and return your ballot immediately!

If you have any questions regarding the ballot, call any of the committee members listed.

Mike Crumb (915) 388-2487

Gary Marshall (915) 388-6840

Jerry Sheriff (915) 388-8238


Please promptly return your completed ballot in the enclosed stamped self-addressed envelope.

If you are no longer the owner of this property, please send us the name, address and telephone number of the new owner. You are welcome to use the enclosed envelope for this purpose.

If your address has changed, please send that information along with your returned ballot.

We greatly appreciate your considered and prompt response to this ballot.

Sincerely



Deed Restrictions Committee

Mike Crumb

Chairman

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0532

Ballot

Section II Item 1.

The Tracts herein conveyed shall be used only for homesites of single-family dwellings and outbuildings of permanent construction; and shall not be used for any retail or commercial business. The same owner of two or more adjacent tracts may combine them for building purposes.

For	Against

Section II Item 2.

Any residence constructed on a lot shall be of new material, or good quality used material normally utilized in new home construction, and shall have a minimum of 1600 square feet of floor space exclusive of garages, carports, porches, patios, driveways, terraces, etc. and a minimum of fifty (50%) percent of the outside construction shall be of brick, stone, masonry or of log home construction.

For	Against

Section II Item 3.

No prefabricated, modular or mobile homes will be permitted on any lot. It will be permissible to occasionally use tents or recreational vehicles, but at no time shall they be utilized as permanent residences.

For	Against

Section II Item 4.

All fences constructed must be of new materials, or good quality used material normally utilized in fence building, and be built in a professional manner.

For	Against

Section III Item 1.

No tract or part thereof shall be used or maintained as a dumping ground for rubbish or debris or junk. Trash, garbage or other wastes shall not be permitted except in sanitary containers. All incinerators or cans or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and behind tract improvements so they are not readily visible from front of the tract. No open trash pits shall be permitted.

For	Against

Section III Item 2.

The residence, other buildings and fences must be kept in a good state of repair and appropriate exterior finishes reapplied when necessary to preserve the attractiveness thereof.

For	Against

DEPT. OF PUBLIC RECORDS
NORTH DALLAS, TEXAS

1037 0534

Initials _____

TAB 9

Ballot

Section III Item 3.

No excavation of any dedicated roadway will be permitted. Roadway crossings will be through borings and require Property Owners Association approval.

For	Against

Section IV Item 1.

No tract shall ever be resubdivided.

For	Against

Section IV Item 2.

No building shall be erected nearer than fifty (50') feet from any dedicated street nor erected on any utility easement as set forth in (4.) below.

For	Against

Section V Item 4.

FIREARMS. In consideration of the safety of all owners and the general public, no discharge of rifles or pistols shall be permitted except to protect life or property.

For	Against

Section V Item 7.

SANITARY REGULATIONS. All dwellings shall be equipped with sanitary plumbing fixtures installed meeting the requirements of the National Plumbing code and shall have sewage disposal and water supply facilities meeting the required standards of the State of Texas, Burnet County or other appropriate governing entity. Outdoor toilets are prohibited except for commercial portable toilets used during construction of the residence.

For	Against

Section VI Item 1.

An assessment of one hundred twenty (\$120) dollars per Tract per year shall run against each Tract for the maintenance of roadways and associated rights-of-way with escalation to be applied annually equivalent to the U.S. Government Consumer Price Index. Such assessment shall be and is hereby secured by a lien on each Tract respectively and shall be payable to the Property Owners Association on the first day of January of each year commencing January 1, 1997. The lien of the assessments provided for hereon shall be subordinate to the liens on any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due.

For	Against

OFFICE OF THE CLERK OF COURTS
BURNET COUNTY TEXAS
1037 0535

Initials _____

Ballot

Section VII Item 1.

ENFORCEMENT. The Property Owners Association or any owner shall have the rights to enforce by any proceeding at law all restrictions, conditions, and reservations now or hereinafter imposed by the provisions of these covenants. However, the provisions of architectural control as stated in Section I may be enforced only by the Property Owners Association.

For	Against

Section VII Item 3.

DURATION AND AMENDMENT. These restrictions shall be effective for a period of twenty-five (25) years from date hereof; however, during such period of time any one or all of such restrictions may be altered, amended or canceled by three-fourths majority of the owners of the above described property, the owners of such property to be entitled to one vote for each Tract owned by them. At the expiration of twenty-five (25) years from date hereof, these restrictive covenants may be extended for successive periods of ten (10) years each from and after said date, provided that three-fourths of the then owners of the above described property (the owners to be entitled to one (1) vote for each Tract owned by them) agree in writing to such extension. Any amendment, alteration, cancellation or extension of any of the foregoing restrictive covenants must be in writing and be filed with the County Clerk of Burnet County, Texas, in order to be of any force of effect.

For	Against

Section VII Item 5.

ADJUSTMENTS, WAIVERS OR VARIANCES. Any adjustments, waivers or variances of these covenants is for the purpose of alleviating any hardships and assisting in the orderly development of the subdivision. Any adjustments, waivers or variances may only be granted by the Property Owners Association and shall be specific and in writing.

For	Against

Initials _____

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

1037 0536

TAB 10

Friday, June 08, 2001

Final Call For Ballots

Dear Mill Creek Ranch Property Owner,

On April 10th you were mailed a ballot soliciting your vote on proposed amendments to the Declaration Of Covenants, Conditions And Restrictions For Mill Creek Ranch Section One. On April 30th we sent you a reminder that we had not received a ballot from you.

As of this writing, we still have not received your ballot. Please complete and return your ballot today! Your vote is important! If you have misplaced your ballot, please contact Jerry Sheriff at (915) 388-8238 for a replacement.

The proposed amendments represent the consensus opinions of the property owners providing input to the Deed Restrictions Committee for preparation of the Ballot.

The Committee recommends a vote "For" all proposed amendments.

Ballot acceptance will be closed as of June 22nd and the voting will be finalized.

Your ballot will be voted as directed, if received by this date. If no direction is given, it will be voted "For" all items on the ballot. If no ballot is received, your ballot will be considered a "default ballot" and will be recorded as "For" all items on the ballot. If you do not want your ballot to be considered a default ballot, it is incumbent upon you to send in your completed ballot by the date above.

Sincerely



Mike Crumb
Chairman
Deed Restriction Committee

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0537

TAB 11

MIII Creek Ranch - Dead Restriction Amendment Votes

Last Name	Lot Number	I-1		II-1		II-2		II-3		II-4		III-1		III-2		III-3		IV-1		IV-2		V-4		V-7		VI-1		VII-1		VIII-1		VIII-2		VIII-3		VIII-4		Total
		F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A			
Alford	47	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Angelouante	54	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Bigham	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Bohman	24	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Bowen	17,18,19 & 20	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Brewer	31	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Brown	11	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Carrill	55	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Crumb	50	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Dague	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Derlund	62A	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Dempsey	30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Dupree	46	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Ellenberg	32	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Fluit	52	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Ford	48	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Fornier	9 & 26	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	32	
Gard	59	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Grubbs	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Granier	13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Heam	28	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Herringer	14	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Herrington	42	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Johson	29	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Judge	53	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Klein	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Knox	61	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16
Labinan	57 & 58	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	32	
Lainley	15	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16
Lautenbach	51	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16
Luhbert	45	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16

ALL PUBLIC RECORD
 COUNTY, TEXAS
 37 0538

TAB 11.

Mill Creek Ranch - Deed Restriction Amendment Votes

Last Name	Lot Number	I-1		II-1		II-2		II-3		II-4		III-1		III-2		III-3		IV-1		IV-2		V-4		V-7		VI-1		VII-1		VII-3		VII-5		Total
		F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A	F	A			
Lutinger	49	1	2	1	1	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	16
Maples	33 & 34	1	2	1	1	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	32
Marshall	40	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Morgan	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Nye	21	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Other	60	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Patton	7	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Payne	5 & 6	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	32	
Payne	36,37,38,43 & 44	5	5	1	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	80		
Rice	41	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Reckert	12	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Ritz	27	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Robinson	22 & 23	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Scott	16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Scalls	25 & 35	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	32	
Sheriff	56	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Steward	39	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Turner	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16	
Total		52	2	53	1	53	1	47	7	54	0	53	1	54	0	52	2	36	18	44	10	49	5	54	0	51	2	50	3	47	7	52	2	852
% For		84%		85%		76%		87%		85%		87%		84%		88%		71%		79%		87%		82%		81%		76%		84%				

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0539

TAB 12

CONTRACT FOR DEED

Date: May 28, 1999
Seller: S & C Interests, Inc.
Seller's Mailing Address: 309 Crane Drive, Marble Falls, TX 78654
Buyer: Jack E. and Billie R. Payne
Buyer's Mailing Address: 8579 City Lake Rd., Kemp, TX 75143
Property: Lot # 6, Section 1, Mill Creek Ranch, Burnet County TX
Reservations from and Exceptions to Conveyance and Warranty:

The conveyance upon completion of performance in this document is made and accepted subject to any and all restrictions, reservations, and easements affecting the use of the premises herein conveyed of record in the office of the County Clerk of said County, and the attached General Provisions.

Sales Price: \$36,250.00
Down Payment: \$4,250.00 to be paid as follows:
May 28, 1999 \$1,500.00
July 15, 1999 \$2,750.00

Deferred Principal Amount: \$32,000.00.
Annual Interest Rate on Deferred Principal Amount: ten (10%) percent from May 28, 1999.
Annual Interest Rate on Matured, Unpaid Amounts: ten (10%) percent
Monthly Payments: \$343.87 for fifteen (15) years.
Date of Monthly Payments: On or before the 28th of the month commencing June 28, 1999.
Place for Payment: 309 Crane Drive, Marble Falls, TX 78654
Other Terms for Payment:

Seller agrees to sell the property to Buyer; Buyer agrees to buy it; and both parties agree to be bound by this Contract.

Buyer agrees to pay Seller the sales price for the property. Buyer is paying Seller the Down Payment in two (2) installments, as set forth above, concurrently with entering this Contract; Buyer will pay Seller the deferred principal amount plus the annual interest on the unpaid deferred principal balance in monthly payments on the dates and at the place specified. Monthly payments will begin on the date of the first monthly payment and continue regularly until the entire deferred principal amount plus interest has been paid.

Interest will be calculated on the unpaid deferred principal amount due to the date of each payment made. Payments will be credited first to the accrued interest and then to reduction of principal. When Buyer has paid the entire deferred principal amount, earned interest, and any other debt owed under the Contract, Seller will convey the property to Buyer by Special Warranty Deed subject to the reservations from and exceptions to conveyance and warranty.

Buyer's Obligations:

- 1. On or before execution for this contract, Seller will pay all taxes and assessments against the property through the year 1998. Buyer will pay when due all taxes and assessments on the property after the date of this contract. Taxes for the current year will be prorated as of this date, and for this purpose Buyer will reimburse Seller for Buyer's pro rata share when current tax statements are received.
2. Buyer will maintain, in a form acceptable to Seller, an insurance policy that:
a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Seller approves a smaller amount in writing;
b. contains an eighty (80%) percent coinsurance clause;
c. provide fire and extended coverage, including windstorm coverage;

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BURNET COUNTY TEXAS

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TAB 17

- d. names Seller as owner and insured and has a contract of safe endorsement in favor of Buyer; provided flood insurance at any time the property is in a flood hazard area; and
- e. contains such other coverage as Seller may reasonably require. Buyer will deliver the policy to Seller and will deliver renewals of it at least ten (10) days before it expires.
- 3. Buyer will comply at all times with the requirements of the eighty (80%) percent coinsurance clause.
- 4. Buyer will keep the property in good repair and condition and will keep any buildings occupied as required by the insurance policy.
- 5. Buyer will permit Seller and Seller's agents to enter the property at reasonable times to inspect it for compliance with Buyer's obligations.
- 6. If Buyer defaults in the performance of any obligation, Buyer will reimburse Seller on demand at the place for payment for all of Seller's costs of collection and enforcement, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the annual interest rate on matured, unpaid amounts. The sum to be reimbursed shall be added to and become a part of the principal amount. Reasonable attorney's fees shall be ten (10%) percent of all matured and unpaid amounts due under this contract unless either party pleads otherwise.

Seller's Rights:

- 1. Seller may apply any proceeds from the insurance policy either to reduce the deferred principal amount or to repair or replace damaged or destroyed improvements covered by the policy.
- 2. If Buyer defaults in prompt payment of the monthly payments or violates any other of Buyer's obligations, Seller may invoke the following remedies, subject only to provisions of the Texas Property Code:
 - a. declare the entire unpaid deferred principal amount and earned interest immediately due and enforce their collection; or
 - b. cancel this contract declare all of Buyer's interest under this contract forfeited, and retain as liquidated damages all money paid by Buyer to Seller under this contract, in which case the money is considered liquidated damages rather than a penalty, due to the inconvenience and difficulty of determining Seller's actual damages.
 - c. collect rents if the property is rented or rent it and collect rents if it is vacant, and apply the proceeds, less reasonable expenses, to payment of the deferred amount.
- 3. If the property is not used and not to be used as Buyer's residence, Seller may invoke any or all of these remedies after Buyer's default continued for ten (10) days. If the property is used or to be used as Buyer's residence, the grace period for default is determined by Section 5.061 of the Texas Property Code or its successor and by any other controlling law. Section 5.061 requires a notice of Seller's intent to forfeit and accelerate, which must be given as specified in Section 5.062 of the Code. Furthermore the statute requires different waiting time between giving notice and proceeding to forfeit and accelerate:
 - a. if Buyer has paid less than ten (10%) percent of the sale price, fifteen (15) days after the date notice is given;
 - b. if Buyer has paid ten (10%) percent or more but less than twenty (20%) percent of the sale price, thirty (30) days after the date notice is given; and
 - c. if Buyer has paid twenty (20%) percent or more of the sale price, sixty (60) days after the date notice is given.

General Provisions:

- 1. As long as Buyer promptly performs all obligations in this contract, Buyer has the right to possession of the property. If this contract is canceled because of Buyer's default, Buyer will immediately surrender possession of the property to Seller. If Buyer fails to do so, Buyer will become a tenant at Sufferance of Seller, subject to an action for forcible detainer.
- 2. Neither this contract nor any part of or interest in the property may be assigned, sold, conveyed, transferred, pledged, or mortgaged by Buyer without the written consent of Seller.
- 3. If the property is not used and not to be used as Buyer's residence, any notice under this contract must be written and must be personally delivered or sent by registered or certified mail to Seller's or Buyer's mailing

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0541

TAB. 12

address, which may be changed by notice to the other party; notice under this contract will be considered given on the date of personal delivery or mailing. If the property is used or to be used as Buyer's residence, all notices from Seller to Buyer must be written, must be conspicuous, must be printed in ten-point boldfaced type or upper-case typewritten letters, and must include the statement required by Section 5.062 of the Texas Property Code. If mailed, the notice must be registered or certified, and it will be considered given on the date it is mailed to Buyer's residence or place of business.

4. Interest on the debt evidenced by this Contract shall not exceed the maximum amount of nonusurious interest that may be contracted for taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debtor, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

5. Buyer will not file this contract for record.

6. Buyer understands and acknowledges that Buyer does not acquire legal title by this contract and that Buyer will not acquire legal title until Seller's deed is delivered.

7. Seller may transfer legal title to the property without Buyer's consent. If Seller transfers legal title, Seller will require the transferee to assume Seller's obligation in this Contract.

8. Buyer has examined the property to Buyer's complete satisfaction and knows its condition. In purchasing the property, Buyer relies only on Buyer's examination and judgment, not on the representation of any other person as the value, future value, condition, size, age, use, or any other matter. Buyer acknowledges that in selling the property Seller makes no warranties other than title. This Contract is the entire and only agreement between Buyer and Seller, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this Contract in connection with this transaction. If any provisions in this Contract conflict with any provisions in any other instrument, those in this Contract shall control.

9. No delay by Seller in enforcing any part of this Contract shall be deemed a waiver of any of Seller's rights or remedies. If Seller accepts any payment after its due date, the acceptance shall not be construed as a waiver of Seller's rights or remedies. If Seller accepts any payment after its due date, the acceptance shall not be construed as a waiver of any other due date, shall not change any other due date, and shall not waive any of Seller's rights or remedies.

10. This agreement shall bind, inure to the benefit of, and be exercised by successors in interest of all parties, but this provision is subject to paragraph 2 of these General Provisions.

11. When the context requires, singular nouns and pronouns include the plural.

12. Buyer agrees that no existing fences shall be removed or changed until new or replacement fencing is installed and approved, in writing, by the Seller.

13. A late payment penalty of ten (10%) percent will be assessed for each late payment and will be due with the late payment.

14. Buyer agrees that a Title Policy will not be furnished by the Seller.

Special Provisions:

1. Buyer will pay all property taxes to the Seller until this Contract for Deed is satisfactorily completed.

2. Buyer agrees to comply with the Mill Creek Property Owners' Association Deed Restrictions and Covenants as recorded in Burnet County, Texas.

3. Buyer agrees to commence paying Mill Creek Ranch Property Owners' Association fees of \$124 per year, prorated for 1999, and for all following years as required by the Deed Restrictions and Covenants recorded for Mill Creek Ranch, Burnet County, Texas.

4. Save and except, and there is hereby reserved unto Grantors, their heirs and assigns, all oil, gas, coal, iron, and uranium, and other minerals in and under the above property.

5. There will be no prepayment penalty for early pay-off.

6. Buyer will not remove any fencing without written approval of Seller and will provide appropriate and equivalent protection of existing grazing for livestock.

ORIGINAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037.0542

TAB 12

7. Buyer may erect a metal building for equipment or agricultural product storage if the improvement does not incur any lien against Seller and meets the deed restrictions of Mill Creek Ranch, Section I.

SELLER:

Clyde O. Waters
S & C INTERESTS, INC.

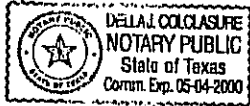
BY: Clyde O. Waters, President

BUYER:

Jack E. Payne Billie R. Payne
Jack E. Payne Billie R. Payne

STATE OF TEXAS
COUNTY OF BURNET Blanco ^{SPC}

This instrument was acknowledged before me this 28 day of May, 1999, by CLYDE O. WATERS, President of S & C Interests, Inc.



Della J. Colclasure
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Blanco

This instrument was acknowledged before me this 28 day of May, 1999, by Jack E. Payne and Billie R. Payne.



Della J. Colclasure
Notary Public, State of Texas

OFFICIAL PUBLIC RECORD
BURNET COUNTY TEXAS

1037 0543

000557

FILED

02 JAN 18 AM 11:29

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS
OF BURNET COUNTY, TEXAS in the volume
and Page as shown.



Janet Parker
County Clerk
Burnet County, Texas
By *Stephanie Smith*
DEPUTY.

Any provision herein which restricts the sale, rental or use
of the described real property because of color or race is
invalid and unenforceable under federal law.

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS

1037 0544

002373

Amendment of
Declarations of Covenants, Conditions, and Restrictions
Mill Creek Ranch, Section One

This Amendment of Restrictions is made and executed on the date hereinafter set forth by S & C Interests, Inc., formerly S & C Trucking, Inc. ("Developer").

WITNESSETH:

WHEREAS, the Developer of certain real property in Burnet County, Texas, known and designated as MILL CREEK RANCH, SECTION ONE, a subdivision in Burnet County, Texas, according to the plat recorded in Cabinet 2, Slide 81 A, B & C, Plat Records of Burnet County, Texas, to which Plat reference is here made for all purposes on this 28th day of February, 2005.

WHEREAS, the Developer did execute Restrictions of MILL CREEK RANCH, SECTION ONE on August 2, 1996 and filed of record in Volume 707, Page 772 Real Property Record of Burnet County, Texas; and said Owner amends said Restrictions of MILL CREEK RANCH, SECTION ONE.

NOW THEREFORE, said property shall be held, sold or conveyed subject to the following restrictions, covenants and conditions which shall constitute covenants running with the land and shall be binding on all parties having any right, title, interest in the above property, or any part thereof, their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

1. Abolish Amendment to Restrictions, Mill Creek Ranch, Section One, filed 10 July 2000 and duly RECORDED in the OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, Vol. 927, Page 683.
2. Amend the Declarations of Covenants, Conditions, and Restrictions, Mill Creek Ranch, Section One, Section IV, Set Back Lines and Easements, filed 5 August 1996 and duly RECORDED in the OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, Vol. 707, Pgs. 772-775 to read "1. No tract shall ever be resubdivided."

Executed this 28th day of February 2005, to be effective for all intents and purposes as of August 2, 1996.

S & C INTERESTS, INC.

By Clyde O. Waters 3/1/05
Clyde O. Waters, President

ATTEST:

Shirley R. Waters
Shirley R. Waters, Secretary

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1313 0825

THE STATE OF TEXAS §

COUNTY OF Blanco §

March The foregoing instrument was acknowledged before me on the 1st day of February 2005 by Clyde O. Waters, President of S & C INTERESTS, INC., a Texas corporation, on behalf of said corporation.

Charlotte A. Davis
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS
COUNTY OF BURNET

I hereby certify that this instrument was FILED on this date
and at the time stamped hereon by me and was duly
RECORDED in the OFFICIAL PUBLIC RECORDS
OF BURNET COUNTY, TEXAS in the volume
and Page as shown.



Janet Parker
County Clerk
Burnet County Texas
By *[Signature]*
DEPUTY

Any provision herein which restricts the sale, rental or use
of the described real property because of color or race is
invalid and unenforceable under federal law.

SCANNED

002373

FILED

2005 MAR -1 AM 11:45

JANET PARKER
COUNTY CLERK
BURNET COUNTY, TEXAS

OFFICIAL PUBLIC RECORD
BURNET COUNTY, TEXAS
1313 0826