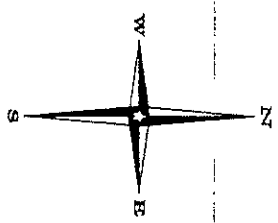


Creek View Estates Section One

JACK SHACKLEFORD SURVEY
ABSTRACT NO. 521

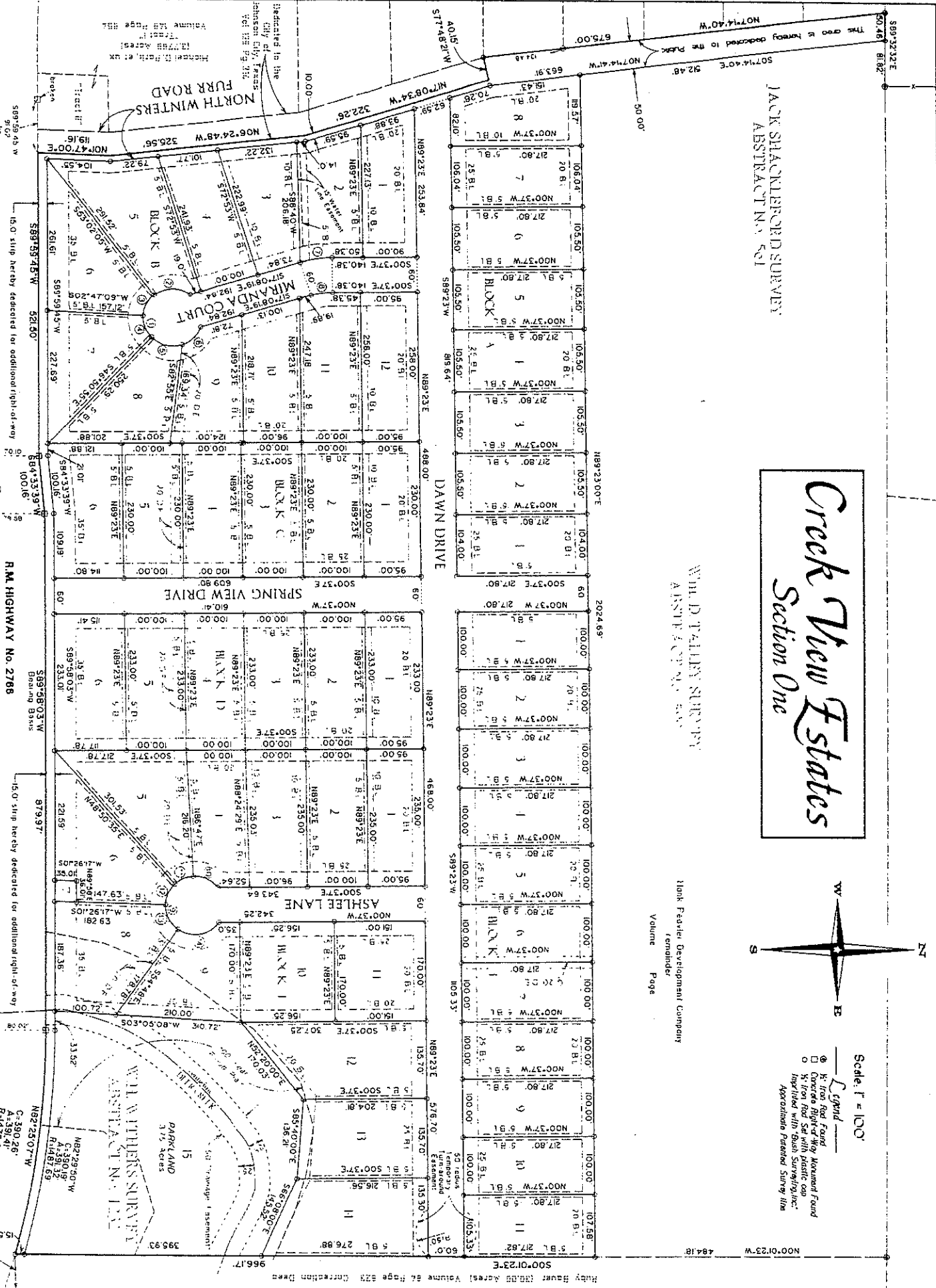
WILL D. TALLEY SURVEY
ABSTRACT NO. 520



Scale: 1" = 100'

- Legend
- ⊗ Iron Rod Found
- ⊠ Concrete Right-of-Way Monument Found
- Iron Rod Set with plastic cap
- Impaled with Bush Surveyor's Line
- Approximate Pinned Survey Line

Blank Page Development Company
remainder
Page Volume

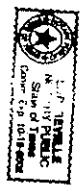


THE STATE OF TEXAS
THE COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS:
That, Hank Peavler, Development Company, acting by and through its President, Hank Peavler, owner of all of that certain tract of land out of the Jack Shackelford Survey Abstract No. 561, Wm. D. Talley Survey Abstract No. 589, W.H. Wilbers Survey Abstract No. 1232, and the Joseph Duesel Survey Abstract No. 147, in Blanco County, Texas, as conveyed to it by deed recorded in Volume _____ Page _____ of the Deed Records of Blanco County, Texas, do hereby subdivide a 41.373 acre portion of said tract in accordance with the attached map of plat to be known as CREEK VIEW ESTATES SECTION ONE, subject to all easements or restrictions heretofore granted, and do hereby dedicate to the public use of the streets and easements and parks shown hereon

WITNESS MY HAND this the _____ day of _____ A D 1999
Hank Peavler
President
Hank Peavler Development Company
P O Box 1115
Leander, Texas 78746

THE STATE OF TEXAS
THE COUNTY OF BLANCO
Before me, the undersigned authority, on this the _____ day of _____ A D 1999, did appear Hank Peavler, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged before me that he executed the same for the purposes and considerations therein
NOTARY PUBLIC
Printed Name _____
Commission Expires _____

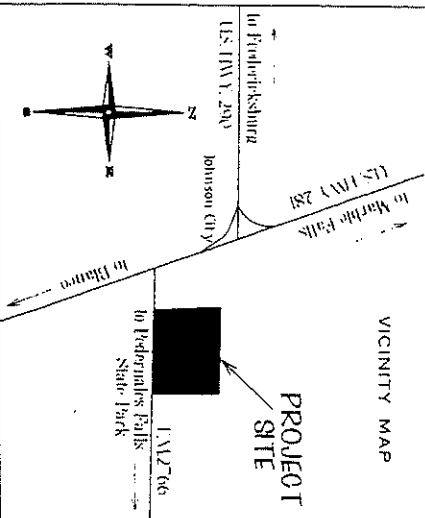


THE STATE OF TEXAS
I, Dorothy Uecker, Clerk of Blanco County, Texas, do hereby certify that the foregoing instrument of writing and its Certificate of Authentication was filed for record in my office on the _____ day of _____ A D 1999 at _____ o'clock _____ A M and duly recorded on the _____ day of _____ A D 1999 at _____ o'clock _____ A M in the Plat Records of said County and State in compliance with the provisions of Article 17, Section 27, of the Constitution of the State of Texas and the laws of said State and County, this the _____ day of _____ A D 1999.
Dorothy Uecker, Clerk of Blanco County, Texas
County Clerk
Blanco County, Texas

ACCEPTED AND AUTHORIZED for record by the City of Johnson City, County of Blanco, this the _____ day of _____ A.D. 1999
Mayor of Johnson City _____
City Clerk of Johnson City _____

DATE: January 15, 1999
City Clerk of Johnson City _____
Date _____

OWNER: HANK PEAVLER
HANK PEAVLER DEVELOPMENT COMPANY
P O BOX 1115
LEANDER, TEXAS 78746
ENGINEER: FREDERICK A JAY, P.E.
JAY ENGINEERING COMPANY, LLC
P O BOX 1099B-503
AUSTIN, TEXAS 78766-1998
SURVEYOR: HOLY CARSON
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5166
BOSS SURVEYING, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
TOTAL ACREAGE: 41.373 Acres
NUMBER OF BLOCKS: 6 BLOCKS
NUMBER OF LOTS: 58 LOTS



LELANDER CONSENT
That, Litchfield Financial Corporation, the lien holder of the certain tract of land shown hereon and recorded in Volume _____ Page _____ of the Deed Records of Blanco County, Texas, do hereby join, approve and consent to all dedications and plat note requirements shown hereon. I do hereby approve the recordation of this subdivision plat and dedicate to the public use forever WITNESS MY HAND this the _____ day of _____ A D 1999
James A Thurston, Vice-President
Litchfield Financial Corporation
430 Main Street
Williamstown, Massachusetts 01267

THE STATE OF TEXAS
THE COUNTY OF TRAVIS
Before me, the undersigned authority, on this the _____ day of _____ A D 1999, did appear James A Thurston, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged before me that he executed the same for the purposes and considerations therein
NOTARY PUBLIC
Printed Name _____
Commission Expires _____

THE STATE OF TEXAS
THE COUNTY OF TRAVIS
That I, Holly Carson, do hereby certify that I prepared this plat from an actual and accurate on the ground survey of the land and that the corner monuments shown hereon were properly placed under my supervision
Holly Carson
Registered Professional Land Surveyor No. 5166
RUSH SURVEYING, LLC
1904 Fortview Road Austin, Texas 78704
15121-442-0990
Date: 1-21-1999



CURVE DATA

Station	Angle	Radius	Chord	Delta	Delta/2	Delta/2 - 90	Delta/2 + 90
1+00.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
1+10.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
1+20.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
1+30.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
1+40.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
1+50.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
2+00.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
2+10.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
2+20.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
2+30.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
2+40.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
2+50.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
3+00.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
3+10.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
3+20.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
3+30.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
3+40.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
3+50.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
4+00.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
4+10.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
4+20.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
4+30.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
4+40.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
4+50.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
5+00.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
5+10.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
5+20.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
5+30.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
5+40.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00
5+50.00	110.00	100.00	173.64	70.00	35.00	55.00	125.00

Creek View Estates
Section One

FILED this 25 day of July 2000
3:15 P.M.
DOROTHY UECKER
COUNTY CLERK, BLANCO COUNTY, TEXAS
By *[Signature]*

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CREEK VIEW ESTATES SECTION 1 SUBDIVISION
OF JOHNSON CITY, BLANCO COUNTY, TEXAS**

WHEREAS, Hank Peavler Development Company, Inc., through its President, Henry E. Peavler dedicated and subdivided a 54 acre tract of land known as Creek View Estates Section 1 Subdivision (the "Property" herein) in August of 1999 and caused the plat to be filed and record in Plat Book 206, Page 147, Deed Records of Blanco County, Texas; and

WHEREAS, Hank Peavler Development Company, Inc. imposes certain restrictions on the use and development of Lots within the Creek View Estates Section 1 Subdivision by recording certain Covenants, Conditions and Restrictions on all of said lots by instrument recorded in the Real Property Records of Blanco County, Texas; and

WHEREAS, in August of 1999, the city of Johnson City annexed into its corporate limits all of Creek View Estates Section 1 Subdivision, of which all lots were designated R-1 zoning as described in the Cities Planning and Zoning Ordinance at the time of annexation which allows for site built residential, double-wide and triple-wide manufactured home single family residential dwellings; and

WHEREAS, the undersigned is the owner of all the Lots in Creek View Estates Section 1 Subdivision and designated for use by the Covenants, Conditions and Restrictions for residential use only.

NOW, THEREFORE, the undersigned owner, being the sole owner of all the Lots in Creek View Estates Section 1 Subdivision does hereby file and record this Declaration of Covenants, Conditions and Restrictions as follows:

**PART A
GOVERNMENTAL CODE SHALL PREVAIL**

In the event any language contained herein shall be in conflict with any applicable governmental ordinance, code or law, said governmental ordinance, code or law shall prevail. In the event any language contained herein shall be deemed inferior to any governmental ordinance, code or law, only that language in conflict shall be held inferior and the balance of these restrictions shall survive and be enforceable.

PART B
RESIDENTIAL LOTS

VOL 0225 PAGE 571

The undersigned, owner of all of the Lots within Creek View Estates Section 1 Subdivision, which Lots may hereinafter be referred to from time to time as the "Property" does hereby declare that the Property henceforth shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the property, and shall be binding on all parties having any right, title or interest in or to the property or any part thereof and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of the owners thereof.

PART C
ARTICLE ONE
DEFINITIONS

Owner

- 1.01 "Owner" shall refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those persons or entities having such interest in the Lot merely as security for the performance of an obligation.

Property

- 1.02 "Property" and "Properties" shall refer to that certain real property known as Lots 1 through 8 Block A, Lots 1 through 12 Block B, Lots 1 through 6 Block C, Lots 1 through 6 Block D, Lots 1 through 6 and 8 through 14 Block E (Lots 7E and 15E are expressly excluded), Lots 1 through 11 Block F, Creek View Estates Section 1 Subdivision, Johnson City, Blanco County, Texas, as herein above described.

Lot

- 1.03 "Lot" shall refer to all subdivided Lots within Creek View Estates Section 1 Subdivision as shown upon the Deed Records of Blanco County, Texas. The term "Lot" shall include all Lots contained within Creek View Estates Subdivision, Section 1 but shall not include the common areas, if any.

Residence

- 1.04 "Residence" shall mean a single family residence that has either been constructed of new materials on a lot or a double-wide or triple-wide Manufactured Home, as that term is defined under the Texas Manufactured Housing Standards Act, that has been placed on the Lot.

No Manufactured Home may be older than 36 months of age at the time of delivery on the Lot. Any home older than 12 months of age must be approved by the ACC prior to being placed on any Lot in the Subdivision. The ACC shall have the sole and exclusive right to determine if any Manufactured Home over 12 months of age shall be allowed to occupy a Lot in the Subdivision.

Association

- 1.05 "Association" shall mean and refer to Creek View Estates Section 1 Subdivision Property Owners Association, Inc., a Texas non-profit corporation, which may appoint committees as necessary, including an Architectural Control Committee ("ACC" herein).

Developer

- 1.06 "Developer" shall mean and refer to Hank Peavler Development Company, Inc. a Texas corporation.

ARTICLE TWO
USE RESTRICTIONS AND MAINTENANCE

Land Use

- 2.01 All lots contained within Creek View Estates Section 1 Subdivision shall be used for single family home sites only and no part of same shall ever be used for any business or commercial purpose. However, a home office incidental to the Lot owner's business may be maintained within the owner's residence.

Permanent Homes (site built)

- 2.02 The enclosed habitable floor area for all site built homes shall not be less than 1,000 square feet, exclusive of basement or porches. The building shall be of sound construction comprised of new building materials. Each home shall have a minimum of one three-piece bath including a lavatory, commode, shower or bath and one sink in the kitchen area. No old site built home may be moved onto the property unless approved by the ACC. All site built homes must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts or piers (except those supporting raised porches) from outside view. Construction must be continuous and may not cease for any period longer than 30 days after construction is begun.

Manufactured Housing or Manufactured Homes

- 2.03 Manufactured Housing or Manufactured Homes as defined in the Texas Manufactured Housing Standards Act are permitted on all Lots. Every Manufactured Home must have been built within three (3) years of installation date and must be a minimum of One Thousand (1,000) square feet of heated living area, exclusive of porches, breezeways, carports and garages. All manufactured homes must be constructed of hardwood, "hardiboard," masonite or vinyl siding with composition roofs. Manufactured homes with metal sides and/or roofs are not allowed unless pre-approved by the majority of homeowners. Roofs on all homes must be sloping and have a minimum of ten (10) inch overhang. Manufactured homes should be positioned on the lot so that the longest side of the home is parallel to the front property line, except Lots 1 & 2 Block B, Lot 1 Block C, Lot 1 Block D, and Lots 1 and 11 Block E, which shall face Dawn Drive. Tongues, wheels and axles must be removed from all Manufactured Homes at the time they are placed on the property. All Manufactured Homes must be attractively vented, underpinned and skirted out of hardboard, native stone, brick, stucco, stonecoat (TM) or similar synthetic/vinyl materials when they are placed on the Property. All Manufactured Homes must have an attractive front porch, deck or patio of 100 square feet minimum size, and be built of new materials at the time they are placed on the Property. No temporary steps shall be allowed. All Manufactured Homes placed on any Lot must be built by a commercial Manufacturer and must comply with all standards required of mobile home manufacturers by the United States Department of Housing and Urban Development and the Texas Manufactured Housing Standards Act, Article 5221f, Texas Revised Civil Statutes.

Driveways

- 2.04 Each residential Lot shall have a driveway of concrete, asphalt, gravel, crushed stone/limestone or other suitable material. The driveway shall be completed and maintained for a distance of at least Fifty (50) feet from the public roadways.

Outbuildings

- 2.05 If the Owner desires to construct a garage or carport, it must be constructed of new materials, be located on the side or rear of the residence, have a peaked roof made of composition singles, seamless metal or tile and be constructed, painted and finished in harmony with the primary dwelling. Each home is required to have a storage shed of at least 48 square feet which shall match the home in color and roof appearance and shall not be located within any front, back or side yard setbacks.

Guest Houses

- 2.06 Guest houses are allowed provided the guesthouse is located behind the main residence, is no less than 600 square feet and complies with all other restrictions found in Article 2.02. Building Plans of said guest house must be approved in writing by the ACC prior to initiation of construction. Said construction shall be bonded or a bona fide loan commitment shall be in effect in order to insure substantial completion of the improvements in a timely manner. Construction may not cease for more than thirty (30) days from construction initiation.

Setbacks/Utility Easements

- 2.07 A minimum of a five (5) foot public utility easement will be located on the front, side and rear of all Lots. No improvements shall be erected or constructed on any residential Lot nearer than fifty (50) feet to the front property line, twenty five (25) feet to the rear property line and ten (10) feet to the side property line unless a variance is granted by the ACC. Lots 1 & 2 Block B, Lot 1 Block C, Lot 1 Block D, and Lots 1 and 11 Block E shall be set back from Dawn drive a minimum of 30 feet from the front property line

Re-subdivision or Consolidation

- 2.08 No Lot shall be resubdivided to increase the overall number of Lots in the subdivisions subject to these restrictions. However, any person owning two or more adjoining Lots may consolidate such Lots into one Lot.

Prohibited Residential Uses

- 2.09 No structure of temporary character, travel trailer, mobile home, basement, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, provided, however that nothing herein shall be construed as prohibiting the erection or situating on any tract a double or triple wide Manufactured Home, which meets the criteria of Article 2.03.

Repair and Upkeep

- 2.10 All structures placed on any tract, including the main residence or any other structures, must be painted and maintained in a reasonably neat manner. No unsightly or unsanitary conditions shall be allowed to exist on any tract which in the opinion of the ACC shall detract from the over-all attractiveness of the development and the Association shall have the right to exercise any legal or equitable remedy authorized by law to enforce these restrictions.

Junk

2.11 No junk or junkyards of any kind or character shall be permitted, nor shall accumulation of scrap, used materials, or machinery or other unsightly storage of personal property be permitted. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure. All garbage cans shall be kept at the rear of the property.

Firearms/Hunting

2.12 No firearms (including BB or pellet guns) or fireworks shall be discharged on Property. No Archery shall be allowed on the Property.

Dumping

2.13 Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Property.

Mineral Exploration

2.14 No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any mineral, including oil, gas, gravel, rocks, earth or earth substances of any kind, shall be permitted within the Property. Water well drilling is expressly prohibited.

Signs

2.15 No sign shall be erected or maintained on any Lot within the Property except the following types of signs:

(a) Such signs as may be required by legal proceedings.

(b) During the time of construction of any building or other improvement, one (1) job identification sign not larger than three feet by four feet (3' x 4'), having a face area not larger than twelve (12) square feet.

(c) Not more than two (2) homeowner identification signs for a maximum combined total face area of twelve (12) square feet.

(d) Two (2) "For Sale" signs to advertise that a Lot and improvements thereon are being offered for sale and having a face area not larger than six (6) square feet on sign facing street.

- (e) Entrance signs as constructed by Developer
- (f) Any marketing or street signs erected by Developer

Junked Motor Vehicles Prohibited

- 2.16 No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state inspection sticker and/or license plate or one that is not capable of moving off the Property under its own power. Automobile repair shall not be allowed on any Lot. A car on "jacks" shall be considered to be in violation of these restrictions. The changing of oil and other fluids is not allowed on any Lot.

Clothes Drying Facilities

- 2.17 Outside clothes lines or other facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be visible from the streets.

Commercial Trucks

- 2.18 No tractor-trailer type trucks or dump trucks or other similar large commercial-type trucks with a gross vehicle weight in excess of three tons or construction machinery or equipment or vehicles shall be parked on any tract at any time except temporarily while such vehicles are being used in the construction of improvements on the premises within the subdivision. This does not apply to machinery such as tractors used in farm and ranch applications.

Obnoxious Activities

- 2.19 No nuisance, obnoxious or offensive activities shall be carried on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any Lot, and no odor shall be permitted to arise therefrom, so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to the owners or occupants of any other Lot within the property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other device, except security devices used exclusively for security purposes shall be located, used or placed on any such Lot which are audible from neighboring parts of the Property. No use or attendant activity specifically permitted by this Declaration shall ever be considered per se a violation of this Section.

Land Clearing

2.20 In an effort to preserve the natural beauty and integrity of Creek View Estates Section 1 Subdivision, no lot or tract shall ever be cleared of all native foliage and or vegetation, other than the clearing of scrub cedar as may be necessary. Burning of scrub vegetation is permissible so long as said burning complies with all applicable City and County ordinances. Xeriscaping is strongly recommended. Any hardwood tree removed shall be promptly replaced by owner on the same lot with another hardwood tree, although location of the replacement tree may be different from that of the removed tree. Developer shall be exempt from this restriction. The clearing of cedar is permitted without the requirement of replacement.

Water Runoff

2.21 Nothing shall be erected, placed, maintained, done or permitted to remain on any Lot which interferes with surface water runoff in such a manner as to cause such water runoff to be diverted across any other Lot or which causes flooding or erosion to any other Lot or to any street or ditch. Lot owners whose Lot encompasses or abuts a drainage easement, shall be responsible for insuring that said drainage easement is moved and is reasonably free of any debris or obstructions which may restrict or impede water drainage.

Pollution

2.22 All springs, creeks, ponds, tanks, ditches, and gullies, and any water on any Lot shall be kept free of trash, rubbish, garbage, waste, effluent from sewage disposal systems or other waste disposal systems, and all other forms of pollution by the owner of the Lot.

Lot Maintenance

2.23 Each Owner shall keep that Owner's Lot, including setback area, utility easements, drainage easements, or other public or private rights-of-way which traverse such Owner's Lot or on which such Owner's Lot abuts free of trash and other unsightly materials. All Lots shall be mowed regularly and no weeds or grass taller than 6" shall be allowed.

Authority to Assess and Disperse

2.24 From and after the filing date of this document, the Association shall have the obligation to levy and collect assessments for the Property Owners Association of Creek View Estates Section 1 Subdivision. The assessment shall be apportioned equally among each Lot Owner.

Each Lot Owner covenants and agrees that, beginning on the filing date of this document, the maintenance costs shall be One Hundred Twenty and No/100 Dollars (\$120.00) per Lot per calendar year and shall be deposited in the Associations general fund and dispersed as the Board deems necessary for the general maintenance and well being of the Property. The assessment shall be subject to adjustment by the vote of the Lot Owners as provided in this Declaration Amendment. Said assessment shall not be levied against the Developer for Lots it owns.

Livestock, Pets and Grazing

2.25 Livestock and farm animals such as horses, donkeys, mules (equines) chickens or swine shall not be allowed on any lot at any time. A maximum of three (3) dogs and/or cats will be allowed on any Lot and must be kept behind a fence and restricted to the Owner's own Lot. Chained animals shall not be permitted at any time. Dogs that bark or howl to the point of creating a nuisance shall not be allowed. The city of Johnson City shall be notified under the cities leash law about any dog found roaming any street within the Subdivision.

Fencing

2.26 All fencing to be placed on any Property line shall be of a manufactured design, for example, wood privacy type, chain link, concrete block, stone, etc. No barbed wire will be permissible. All fencing must be approved in writing by the ACC prior to installation. Failure to gain approval may result in removal or modification of the unapproved fence at the sole expense of the Lot owner. In the event it is determined by a licensed surveyor that a fence encroaches on an adjoining Lot, the owner of the encroaching fence must promptly remove or relocated the fence at his own expense and shall pay for reasonable surveyors fees to determine the actuality of the encroaching fence.

Sewage Disposal

2.27 No individual sewage disposal system shall be permitted on any Lot. All lots with improvements must be connected to City utilities.

ARTICLE THREE ENFORCEMENT

Duty to Maintain

3.01 If an Owner of any Lot shall fail to maintain the Lot, exterior of the residence, landscaping or other improvements situated thereon in a clean, sanitary, neat, attractive and orderly manner, the Association, through its agents and employees, after having given the Owner ten (10) days prior written notice and an opportunity to cure, shall have the right to enter upon the Lot and to clean, repair, maintain, and restore the Lot or exterior of the residence and any other improvements erected thereon, all at the expense of the Owner.

The Owner shall reimburse the Association within thirty (30) days after receipt of any invoice for the cost of such cleaning, repairing, maintaining and restoring such items.

LIEN

3.02 Each Owner grants the Association a lien on each Owner's respective Lot or Lot's in order to secure the payment of the aforementioned costs as set out in paragraphs 2.24 and 3.02 herein. If any Owners fail or refuse to promptly reimburse the Association for all costs incurred by the Association in enforcing this Article Three, the Association, shall be entitled to enforce and foreclose the lien in accordance with Chapter 51 of the Texas Property Code as then amended. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the lien. No sale or transfer shall relieve such Lot Owner from liability created under this Declaration Amendment. No extinguishment of the lien shall relieve the delinquent Owner from his personal obligation and liability therefor. Delinquent payments shall bear interest at the lower rate of 18% per annum, or the highest rate allowed by applicable state or federal law, until paid. Enforcement of any liens or personal obligations shall obligate the debtor to pay the Association's reasonable attorney's fees and costs for enforcement.

Enforcement

3.03 Any Owner, or the Association, shall have the right to enforce, by any proceeding at law or in equity, by injunction or otherwise, all restrictions, conditions, and reservations now or hereafter imposed by the provisions of this Declaration Amendment, or in order to prevent a breach thereof, and shall be entitled to reimbursement of all costs and expenses incurred in connection therewith, including reasonable attorney's fees. Failure to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

3.04 Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

Duration and Amendment

3.05 The Covenants, Conditions, and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by the Owner of any Lot subject to this Declaration, or the Association, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants, Conditions, and Restrictions shall be automatically extended for successive periods of ten (10) years each.

The Covenants, Conditions, and Restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and thereafter by an instrument signed by not less than fifty-five percent (55%) of the Lot Owners. No amendment shall be effective until recorded in the Real Property Records of Blanco County, Texas.

Interpretation

- 3.06 The Association expressly reserves the right to interpret any and all Covenants, Conditions, and Restrictions contained in this Declaration, but such right shall be without prejudice to the rights of enforcement prescribed herein.

**ARTICLE FOUR
CREEK VIEW ESTATES SECTION 1 SUBDIVISION
PROPERTY OWNERS ASSOCIATION**

Organization

- 4.01 The undersigned Lot Owner shall, at such time as deemed appropriate, cause the formation and incorporation of the Creek View Estates Section 1 Subdivision Property Owners Association, Inc. ("Association") as a non-profit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Articles or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Membership

- 4.02 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association pursuant to this Declaration, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to the assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a member of the Association.

Voting Rights

- 4.03 All Owners shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be members. The vote by such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

Powers and Authority of the Association

- 4.04 The Association shall have the powers of a Texas non-profit corporation subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of the State of Texas or of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (a) Creek View Estates Subdivision Section 1 Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Bylaws, not in conflict with this Declaration as it deems proper covering any and all aspects of its functions.
- (b) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- (c) Records. To keep books and records of the Association's affairs.
- (d) Assessments. To levy assessments and fees as provided in this Declaration.
- (e) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency after ten (10) days written notice), without being liable to an Owner, upon any Lot or into any improvement thereof for the purpose of enforcing the Declaration. The Association is also authorized to settle claims, levy and enforce liens and take all such action as it may deem necessary or expedient to enforce the Declaration.
- (f) Legal and Accounting Services. To retain and pay for legal and accounting services as deemed proper in the operation of the Association.

- (g) Contracts. To enter into contracts with other persons and or entities on such terms and provisions as the Board shall determine, to operate and maintain any greenbelt or Amenity Area (if any) or to provide any service(s) or perform any function(s) on behalf of the Association.

Road Maintenance and Landscaping Authority

- 4.05 The city of Johnson City shall maintain all streets and roadways within the Creek View Estates Section 1 Subdivision. The Association shall be authorized to landscape, maintain and repair all easements, entry signage, street signs, community signs, community mailboxes and other areas of the Property, as appropriate.

Indemnification

- 4.06 The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or Court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.

Executed this 17th day of July, 2000 AD.

Hank Peavler Development Company, Inc.
A Texas Corporation

By: [Signature]
Henry E. Peavler
Its President

Owner Of:

Lots 1 through 8 Block A, All Being Situated In:
Lots 1 through 12 Block B, Creek View Estates Section 1
Lots 1 through 6 Block C, Subdivision, Johnson City,
Lots 1 through 6 Block D, Blanco County, Texas
Lots 1 through 6 and 8 through 14 Block E,
Lots 1 through 11 Block F,

STATE OF TEXAS
COUNTY OF BLANCO

This instrument was acknowledged before me on the 17th day of July, 2000
by Henry E. Peavler.



[Signature]
Notary Public, in and for
The State of Texas
Stamp or Seal:

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUL 26 2000



[Signature]
COUNTY CLERK
BLANCO COUNTY, TEXAS

030261

Filed this 27 day of June 2008
3:52 PM

First Amendment of
Creek View Estates Section I Subdivision of
Johnson City, Blanco County, Texas

KAREN NEWMAN
County Clerk, Blanco County, Texas
By *[Signature]* Deput

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, C21 TCP, Inc. ("Declarant" and successor to the original developer), is the owner of the majority of the Lots in Creek View Estates, a subdivision in Johnson City, Blanco County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 274 & 275, Plat Records of Blanco County, Texas; and

WHEREAS, Declarant desires to amend and add to the Original Restrictions filed in Volume 225, Page 570 of the Official Public Records of Blanco County, Texas.

AMENDMENTS

Article Two; Paragraph 2.24 is hereby deleted in its entirety and the following substituted therefore:

" From and after the filing date of this document, the Association shall have the obligation to levy and collect assessments for the Property Owners Association of Creek View Estates Section I Subdivision. The assessment shall be apportioned equally among each Lot Owner. Each Lot Owner covenants and agrees that, beginning on the filing date of this document, the maintenance costs shall be Fifty and No/100 Dollars (\$50.00) per Lot per calendar year and shall be deposited in the Association's general fund and dispersed as the Board deems necessary for the general maintenance and well being of the Property. The assessment shall be subject to adjustment by the vote of the Lot Owners as provided in this Declaration Amendment. Said assessment shall not be levied against the Developer (nor his successors or assigns) for Lots it owns.

Article Four; Paragraph 4.02 is hereby deleted in its entirety and the following substituted therefore:

" 4.02 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot pursuant to this Declaration, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of such Lot shall be the sole qualification for membership. Any mortgagee or lien holder, who acquires title to any Lot that is a part of the Property through judicial or non-judicial foreclosure, shall be a member of the Association.

ADDITIONAL ARTICLE

Article Five, Paragraph 5.01 is hereby added to the restrictions for Creek View Estates:

“ 5.01 When and if C21 TCP, Inc. decides to develop Section II of Creek View Estates, C21 TCP at its sole discretion may include lot owners in Section II with the Section I Property Owners Association. Such inclusion will give the residents of Section II the right to use the property owner's park and will obligate them to membership in the Property Owner's association.

27th IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day of JAN, 2003.

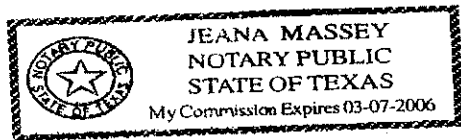
DECLARANT

C21 TCP, Inc.

By Joe R. Stewart
Joe R. Stewart, Secretary/Treasurer

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This instrument was acknowledged before me on this 27th day of Jan., 2003 by Joe R. Stewart, Secretary/Treasurer of C21 TCP, Inc., a Texas corporation, on behalf of said corporation.



Jeana Massey
Notary Public, State of Texas

any provisions herein which purport to deny, restrict or use of the described property because of color or race is invalid and unenforceable under Federal law.
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on this date and the time stamped herein by me and was duly RECORDED in the Public records of Real Property of Blanco County, Texas on

JAN 29 2003



Karen Neuman
COUNTY CLERK
BLANCO COUNTY, TEXAS

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