

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (referred to herein as the "*Amended Declaration*") is made by Lampasas River Place, L.L.C., a Texas limited liability company, to be effective as of the date set forth below.

**RECITALS**

A. Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions dated as of June 7, 1999 and recorded under Volume 350, Page 284, Real Property Records of Lampasas County, Texas (the "*Original Declaration*").

B. Pursuant to Section 7.2(a) of the Original Declaration, Declarant may unilaterally amend the Original Declaration until such time as Declarant has sold 90% of the Lots within the Property (as such capitalized terms are defined therein).

C. Declarant at this time still owns at least 90% of the Lots within the Property (as defined in the Original Declaration and redefined in this Declaration below).

D. Declarant desires to amend and restate the terms of the Original Declaration in order to correct certain inadvertent errors and omissions contained therein.

E. Declarant is the owner of certain real property heretofore platted and subdivided into the lots and roadways contained in that certain subdivision known as Lampasas River Place Phase One, the map(s) or plat(s) of which is recorded in Cabinet 1, Slides 314-322, Cabinet 1, Slide 343 and Cabinet 1, Slide 345 of the Plat Records of Lampasas County, Texas (the "*Property*").

F. Declarant desires to hold, sell and convey the Property subject to the following covenants, conditions, restrictions, charges, reservations and easements, which are for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, and desires to insure the preservation of such uniform plan for the benefit of both present and future owners of the subdivision lots within said lands;

NOW THEREFORE, Declarant hereby adopts the following covenants, conditions, restrictions, reservations, easements and charges which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and which shall be applicable to all of the Property from time to time subject hereto, and shall run with the land and shall bind all parties having or acquiring any right, title, or interest therein or any part thereof, their heirs or successors in title and assigns, and shall inure to the benefit of each owner thereof. The terms of this Declaration shall amend, restate and supercede the Original Declaration.

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ARTICLE I  
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

- 1.1 **Architectural Committee.** "*Architectural Committee*" shall mean the committee initially created by Declarant to review and approve and otherwise exercise exclusive jurisdiction over Plans and Specifications for the construction of or alteration to any improvements on or within the Property.
- 1.2 **Architectural Committee Rules.** "*Architectural Committee Rules*" (hereinafter sometimes the "*Committee Rules*") shall mean the rules adopted by the Architectural Committee pursuant to Section 5.6 below.
- 1.3 **Beneficiary.** "*Beneficiary*" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust encumbering any portion of the Property.
- 1.4 **Declarant.** "*Declarant*" shall mean Lampasas River Place, L.L.C., its duly authorized representatives or its successors or assigns; provided that any assignment of the rights of Lampasas River Place, L.L.C., as Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.
- 1.5 **Improvement.** "*Improvement*" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuildings, storage sheds, driveways, roads, patios, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning equipment, water softener fixtures and equipment, pumps, wells, tanks, reservoirs, pipes, lines, motors, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
- 1.6 **Lot.** "*Lot*" shall refer to each portion of the Property shown on the recorded subdivision plats as a discreet parcel or tract on which there may only be built a single family dwelling. The term "*Lot*" shall not include any common areas, recreation and open space, or any other reserves, if any, shown on the plat.
- 1.7 **Manager.** "*Manager*" shall mean the person, firm or corporation, if any, employed by the Architectural Committee and to whom is delegated duties, powers or functions of the Architectural Committee.

- 1.8 **Member.** "Member" shall mean any person who is a member of the Architectural Committee.
- 1.9 **Mortgagee.** "Mortgage" shall mean any mortgage or deed of trust lien, or other lien covering any portion of the Property given to secure the payment of debt or to secure an obligation.
- 1.10 **Owner.** "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and shall also refer to those persons or entities purchasing a Lot under an executory contract of sale or contract for deed. Persons or entities purchasing a Lot under an executory contract of sale or contract for deed shall exercise the rights of an Owner to the exclusion of the record owner of the Lot unless otherwise agreed to in writing between the parties to the contract of sale or contract for deed.
- 1.11 **Person.** "Person" shall mean an individual or entity having the legal right to hold title to real property.
- 1.12 **Plans and Specifications.** "Plans and Specifications" shall mean any and all documents designed to guide or control the construction, erection or alteration of any Improvements including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.
- 1.13 **Property.** "Property" shall have the meaning as provided in Paragraph E of the Recitals above.
- 1.14 **Restrictions.** "Restrictions" shall mean this Declaration together with any and all Supplemental Declarations, as the same may be amended from time to time, together with the articles, bylaws, and rules, if any, of the Architectural Committee from time to time in effect.
- 1.15 **Resubdivision.** "Resubdivision" shall refer to the plats recorded under Cabinet 1, Slide 343 and Cabinet 1, Slide 345 of the Plat Records of Lampasas County, Texas.
- 1.16 **Subdivision.** "Subdivision" shall mean Lampasas River Place Phase One, as shown on the plat(s) thereof recorded under Cabinet 1, Slides 314-322, Cabinet 1, Slide 343 and Cabinet 1, Slide 345 of the Plat Records of Lampasas County, Texas as modified from time to time.
- 1.17 **Supplemental Declaration.** "Supplemental Declaration" shall mean any declaration of covenant, conditions, and restrictions which may be hereafter recorded by Declarant, subject to all of the terms and restrictions of this Declaration and not in conflict herewith.

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ARTICLE II  
DEVELOPMENT OF THE PROPERTY

2.1 **Development by Declarant.** Declarant may partition, divide or subdivide the Property into several areas, develop some of the Property and, at Declarant's option, dedicate some of the Property for recreational use and/or open space. As the Property is developed or dedicated, Declarant may record one or more Supplemental Declarations and designate the use, and restrictions as Declarant may deem appropriate for a particular area. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof. All lands, Improvements and uses in each area so developed shall be subject to both this Declaration and the Supplemental Declaration, if any, for that area.

ARTICLE III  
GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

3.1 **Antennas.** No exterior radio, television antenna, satellite dishes or aerial shall be erected or maintained without prior written approval of the Architectural Committee.

3.2 **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot without the prior written approval of the Architectural Committee.

3.3 **Subdividing.** No Lot shall be further partitioned, divided or subdivided or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easement or other interest less than the whole, all without the approval of the Architectural Committee. However, nothing herein shall be construed to prevent conveyance of an undivided interest in a Lot or Lots.

3.4 **Signs.** No sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee except for signs which are a part of Declarant's overall marketing plan for the Property. However, the Architectural Committee may permit signs of any type, that are in compliance with applicable ordinances of governmental entities having jurisdiction over the Property, advertising a portion of the Property for sale or lease and it may set standards for same.

3.5 **Rubbish and Debris.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure and appropriately screened from view.

3.6 **Noise.** No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes and approved in advance by the Architectural Committee) shall be located, used or placed on any of the Property. No noise or other nuisances shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.7 **Construction of Improvements.** No Improvements shall be constructed upon any of the Property without the prior written approval of the Architectural Committee.

3.8 **Repair of Buildings.** All Improvements upon any portion of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. The opinion of the Architectural Committee as to condition and repair shall be final.

3.9 **Alteration or Removal of Improvements.** Any construction (other than normal maintenance) which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Committee.

3.10 **Drainage.** There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for acceptable property drainage and such drainage is approved by the Architectural Committee.

3.11 **Hazardous Activities.** No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property, no open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well designed interior fireplace, or such campfires or picnic fires in recreation and open spaces designated for such use by Declarant or by the Architectural Committee.

3.12 **Temporary Structures.** No tent, shack or other temporary Improvement shall be placed upon the Property without the prior written approval of the Declarant; provided, however, that temporary structures necessary for the storage of tools and equipment, and for office space for architects, builders, and foreman during and related to actual construction of Improvements may be maintained with the written approval of Declarant or the Architectural Committee. Requests from

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an Owner for such approval must minimally include the nature, size, duration and location of such structure.

**3.13 Mining and Drilling.** No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploration for or removal of water, oil, gas, or other hydrocarbons, minerals of any kind, rock stones, sand, gravel, aggregate or earth. However, an Owner may drill and construct water wells for irrigation of landscaping only with the prior written approval of the Architectural Committee.

**3.14 Unsightly Articles; Vehicles.** No article deemed to be unsightly by the Architectural Committee shall be permitted to remain on any Lot so as to be visible from any adjoining Lot or other property or public or private thoroughfares. Without limiting the generality of the foregoing, graders, trucks (other than pickup trucks), boats, tractors, campers, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or otherwise screened from view and no repair or maintenance work shall be done on any of the foregoing or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house at least two (2) vehicles. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for a period in excess of seventy-two (72) consecutive hours during any 30-day period. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

**3.15 Mobile Homes, Etc.** Except for temporary structures used in connection with the construction of permanent improvements on a Lot, no mobile homes or manufactured housing shall be parked or placed on any part of the Property or used as a residence, either temporary or permanent, at any time. No motor homes, travel trailers or recreational vehicles shall be parked on or near any part of the Property for more than seventy-two hours during any 30-day period unless such vehicle/trailer belongs to an Owner and is stored (i.e. unoccupied) to the rear one-third of said Owner's Lot.

**3.16 Animals.** Except as permitted in Section 3.18, no more than a total of one sheep, goat, cow, horse or mule or two common household pets shall be permitted on each Lot. No poultry, swine or dangerous animals (as determined in the Declarant's or the Architectural Committee's sole discretion) shall be permitted, nor shall any cattle feeding, fowl feeding or other feed lot or commercial operations, including without limitation, stables or other equestrian operations, or commercial kennels, be permitted on the Property. Open grazing of animals shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of

grasses and forage and will not cause over grazing or materially contribute to soil erosion and/or damage to trees and shrubs. Each Owner shall be responsible for restricting the movement of its animals to that Owner's Lot or Lots

Any stable, barn or run area must be constructed of materials similar in quality to the main residence. Common plywood is expressly prohibited. Setbacks will be observed on stable and run areas. The construction and maintenance of the stable and run areas as well as the raising and keeping of animals shall at all times conform to the then current rules and regulations related to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is actually required in any specific situation. Specifically, the stable barn and run areas must be kept sanitary and reasonable free of insects, refuse and waste at all times.

3.17 Farming. Farming, including row crops, will be permitted, provided such activity is located at the rear two-thirds of the Lot. Orchards and vineyards may be located anywhere on a Lot.

3.18 4-H; FFA. If any member of the household is under the age of 19 and is a bona fide member of a 4-H Club or the Future Farmers of America ("FFA"), or similar organization, then one animal per each such member (but not in excess of three) shall be permitted for the purpose of raising such animal for competition or as part of a club project. Provided however, that such animal(s) shall be kept in a sightly well maintained pen or other enclosure and the Lot shall be kept clean and in a sanitary condition. Accepted FFA animals include rabbits, cows, goats and sheep. No poultry or swine will be permitted under any circumstances or programs. These permitted animals may be considered in "addition to" the density requirements described in Section 3.16.

3.19 Land Clearing. In an effort to preserve the natural beauty and integrity of the Property, no Lot shall be clear cut of all native foliage and/or vegetation. Xeriscaping is strongly recommended by Declarant.

3.20 Landscaping. No fence, wall, hedge, shrub, or tree planting which obstructs sight lines at elevations between three (3) and six (6) feet above the surface of any street or roadway shall be planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of such intersecting streets and a line connecting such curb lines at points twenty-five (25) feet from their intersection, or, in the case of a rounded corner, from the intersection of the curb lines as extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of a street curb line and the edge of a driveway or alley. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height of more than six (6) feet above ground level. Anything herein to the contrary notwithstanding, the Architectural Committee may allow a ten (10) foot setback from a side street if the Architectural Committee, in its sole discretion, so elects.

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### 3.21 Maintenance of Lawns and Improvements.

(a) In the event the Owner of any Lot shall fail to maintain such Lot and the Improvements situated thereon in a neat and orderly manner, the Architectural Committee, its agents and employees, shall have the right to enter upon such Lot and to repair, maintain, and restore the Lot and exterior of any and all buildings and other Improvements erected thereon, all at the expense of Owner.

(b) All plants, herbs, trees, grass and landscaping on a Lot shall be maintained in a trimmed and neat condition at all times. In the event the Owner of a Lot fails to properly maintain such landscaping, the Architectural Committee shall be entitled to do so, all at the Owner's expense.

(c) The Architectural Committee shall have the sole authority to make a determination as to the acceptability of the maintenance and appearance of any Lot, and the Architectural Committee shall have the absolute discretion and authority to determine the necessity for required maintenance of Lots within the Subdivision. No unsightly Lots shall be permitted at any time.

3.22 **Dwelling Size.** Unless such requirement is expressly waived in writing by the Architectural Committee, any single family dwelling constructed on a Lot must have a floor area of not less than the square footage provided below for the indicated Lots, exclusive of open and closed porches, terraces, patios, balconies, driveways, and garages.

| Lots                 | Minimum Floor Area |
|----------------------|--------------------|
| Lots 1-23, Block 1   | 1600 square feet   |
| Lots 1-22, Block 2   | 1600 square feet   |
| Lots 24-36, Block 1  | 1800 square feet   |
| Lots 1-15, Block 3   | 1800 square feet   |
| Lots 1-32, Block 4   | 1800 square feet   |
| Lots 1-15, Block 7   | 1800 square feet   |
| Lot 15, Block 6      | 1800 square feet   |
| Lots 57A-62, Block 1 | 2000 square feet   |

This requirement will only be waived by the Committee in unusual circumstances where the characteristics of a Lot do not reasonably enable compliance with this requirement.

3.23 **Masonry Requirements.** All residences shall have at least seventy-five percent (75%) of their exterior walls of the first floor and fifty percent (50%) of the front wall of the 2nd floor, if any, constructed of stone or other masonry materials. In computing these percentages, (a) all gables, windows and door openings shall be included in the total area of the exterior walls; and (b) masonry used on fireplaces, chimneys and walls of an attached garage may be included in the computation as masonry used.



3.24 **Roofing Materials.** All roofing materials shall meet or exceed 20 year warranty composition shingles.

3.25 **Unfinished Structures.** No structure shall remain unfinished for more than one (1) year after same has been commenced.

3.26 **Setback Requirements.** No building shall be located on any of the Lots nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the recorded plat of the Subdivision.

3.27 **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lots within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of activities or construction machinery, or posting of signs or similar activities; provided however, that such construction is to be pursued to completion with reasonable diligence and conform to usual construction practices in the area. In the event of any dispute regarding such matters the determination of the Architectural Committee shall control. A temporary waiver of the applicable provisions may be granted by the Architectural Committee, provided however, such waiver shall be only for the reasonable period of such construction.

3.28 **No Warranty of Enforceability.** While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.29 **Fuel Tanks.** No aboveground or underground storage tank (except small aboveground tanks for propane, butane or water for residential use) or other structure or facility for the storage of combustible fuels or materials shall be placed or maintained on any Lot unless expressly authorized in writing by the Architectural Committee, which authorization shall be determined in its sole discretion. All permitted tanks must be located on the rear one-half of the Lot.

3.30 **Prohibited Activities.** No business, professional, commercial, or trade venture or activity shall be conducted on any of the Lots; provided, however, that model homes and/or sales offices may be constructed and maintained by Declarant, its successors and assigns, and any builder with whom Declarant so contracts, in connection with the development and sale of Lots and the construction

and sale of houses in the Subdivision. Subject to the prior written consent of the Architectural Committee, which consent is and shall be expressly required, home offices to which the general public is invited, incidental to owner's business, may be maintained within such Owner's residence, so long as activities conducted in connection with such home office do not become an annoyance or nuisance to the neighborhood, as determined in the sole and absolute discretion of the Architectural Committee.

3.31 **Garages and Driveways.** All garages shall comply with all other restrictions, covenants, conditions and limitations on usage herein provided for other improvements in the Subdivision. All garages shall be suitable for not less than two (2) automobiles. All garages shall consist of enclosed structures and shall be oriented so that the garage doors do not face the front of the Lot and are not visible from a road or right-of-way. No carports shall be permitted on any Lot. The location of all driveway cuts shall be subject to the regulations, ordinances and codes of the governmental entities with jurisdiction over the Property. All driveways shall be constructed of asphalt material or better and subject to Architectural Committee approval. All driveways shall be a minimum width of twelve (12) feet.

#### ARTICLE IV USE RESTRICTIONS

4.1 **General.** Except for Lot 1, Block 1 and Lot 1, Block 2 (which may be used for commercial purposes) and Lot 37B, Block 1 of the Resubdivision and Lot 57A, Block 1 of the Resubdivision (which may be used for recreational or residential purposes), the Property shall be improved and used solely for single family residential use. Common Areas (if any) may, subject to the approval of Declarant, be improved and used for landscaping, active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property.

4.2 **Recreational Improvements.** Any proposed construction of improvements for recreational purposes shall be subject to approval by the Architectural Committee.

#### ARTICLE V ARCHITECTURAL COMMITTEE.

5.1 **Membership of Architectural Committee.** The Architectural Committee shall consist of not less than one (1) and not more than three (3) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant, its successors or assigns deems appropriate. The initial voting members of the Architectural Committee shall be L. L. Tad Davis, Wantha Davis and R. W. Spencer.

5.2 **Action by Architectural Committee.** Items presented to the Architectural Committee shall be decided by majority vote of the Voting Members. Except where otherwise expressly provided,

the Architectural Committee's approval shall not be unreasonably withheld or delayed. If the Committee fails to respond in writing to a request for approval specifying its objections within thirty (30) business days, such approval shall be deemed to have been given.

5.3 **Advisory Members.** The Voting Members may from time to time designate Advisory Members.

5.4 **Declarant's Rights of Appointment.** Until ninety percent (90%) of the Lots have been sold by Declarant, Declarant, its successors or assigns shall have the right to appoint and remove all members of the Architectural Committee. Thereafter, such rights may be exercised by the vote of the Owners of a majority of the Lots.

5.5 **Adoption of Rules.** The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including, but not limited to, a building code, a fire code, a housing code and other similar codes. Each Owner shall comply with the Committee Rules as the same may be amended from time to time, and failure to comply with said rules shall constitute a default of this Declaration. Any Owner, at its sole expense, and/or the Architectural Committee may seek any of the remedies set forth herein for default of this Declaration.

5.6 **Review of Proposed Construction.** Whenever in this Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the particular improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as otherwise specifically provided herein, prior to the clearing of any Lot or the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Committee and construction thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration, or as from time to time shall be assigned to it by the Declarant, including the inspection of construction in progress to assure its conformance with approved Plans and Specifications. The Architectural Committee may review Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. The Architectural Committee shall have thirty (30) business days to approve Plans and Specifications, otherwise such Plans and Specifications shall be deemed accepted except to the extent they are in clear and obvious violation of the Restrictions. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the Restrictions, and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be deemed responsible for reviewing

any proposed improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness or conformance with building or other codes.

5.7 **Variance.** The Architectural Committee may grant variances from compliance with any of provisions of this Declaration or the other Restrictions when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations, topographic or other hardship or similar circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by an authorized representative of the Architectural Committee. The granting of such variance shall not operate to waive or amend any of the terms and provisions of the Restrictions applicable to the Lots for any purpose except as to the particular property in the particular instances covered by variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

5.8 **Actions of the Architectural Committee.** The Architectural Committee may, by resolution, unanimously adopted in writing, designate one or two of its Members, or an agent, to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all Voting Members of the Architectural Committee taken without a meeting shall constitute an act of the Architectural Committee.

5.9 **No Waiver of Future Approvals.** The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

5.10 **Work in Progress.** The Architectural Committee, at its option, may inspect all work in progress to insure compliance with approved Plans and Specifications.

5.11 **Non-liability of Architectural Committee Members.** Neither Declarant, the Architectural Committee, nor any Member thereof, shall be liable to any Owner or to any other person for loss, damage or injury arising out of or in any way connected with the performance of the respective duties of Declarant and the Architectural Committee under this Declaration, even if the result of such parties' negligence, unless due to the willful misconduct of the Architectural Committee or its Members, as the case may be. Neither Declarant, the Architectural Committee, nor its Members shall be liable to any Owner due to the construction of any improvement within the Property.

5.12 Address. Plans and Specifications shall be submitted to the Architectural Committee at 3312 Kerbey Lane, Austin, Texas 78703 or such other address as may be designated by Declarant, its successors and assigns, from time to time.

#### ARTICLE VI EASEMENTS

6.1 **Reserved Easements.** All dedications, limitations, restrictions and reservations on the plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration shall be construed as being adopted in each and every contract deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, wastewater, cable television, electricity, telephone and drainage), in favor of any person or entity, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 25 feet on each side of such Lot line.

6.2 **Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to water, wastewater, gas, telephone and electricity, and appurtenances thereto, subject to the restrictions below. By virtue of this easement it shall be expressly permissible for the utility companies and other entities supplying such utility services to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, (collectively, the "*Utility Improvements*") on, above, across and under the Property within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no Utility Improvements may be located on the Property until such location is approved by Declarant or the Architectural Committee, which approval may be determined in their sole and absolute discretion. The owner of the subject Lot must also consent in writing if such easement extends more than ten (10) feet into the Lot. At such time as the Utility Improvement is placed upon the Property, the related easement shall be limited to such location as determined by Declarant or the Architectural Committee.

6.3 **Drainage Easements.** Each Owner covenants to provide easements for drainage and water flow as contours of land and arrangement of Improvements approved by the Architectural Committee thereon require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as provided in this Declaration and shown on the

plat. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as approved in writing by the Architectural Committee.

6.4 **Surface Area.** The surface of easement areas for underground Utility Improvements may be also used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant, the Architectural Committee nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them, or their respective agents, employees, servants or assigns, to any of aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any permitted utility related facility in any such easement area.

#### ARTICLE VII MISCELLANEOUS

7.1 **Term.** This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until January 1, 2004, unless amended as herein provided. After January 1, 2004, this Declaration, including all such covenants, conditions, restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least seventy-five (75%) of the Lots within the Property then subject to this Declaration.

#### 7.2 **Amendment.**

(a) **By Declarant.** This Declaration may be amended by Declarant acting alone until such time as Declarant has sold ninety percent (90%) of the Lots within the Property. Thereafter, Declarant shall be entitled to amend this Declaration only with the written approval of Owners of a majority of the Lots within the Property. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Lampasas County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment. An amendment made by Declarant pursuant to this Section 7.2 (a) shall not adversely affect the value of the Lots and shall maintain the quality of the Subdivision.

(b) **By Owners.** In addition to the method in Section 7.2 (a), this Declaration may be amended by recording in the Real Property Records of Lampasas County, Texas, an instrument executed and acknowledged by the president and secretary of the Architectural Committee setting forth the amendment and certifying that such amendment has been approved by Owners of at least eighty percent (80%) of the Lots.

No amendment may place additional Restrictions on a Lot already sold or remove variances previously granted without the express written consent of the Owner of the affected Lot. Amendments to this Declaration shall not be construed as affecting or amending any ordinances, regulations or codes of governmental entities which have jurisdiction over the Property.

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
2298289.1/104449.1

August 18, 1999 (11:56AM)

7.3 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Architectural Committee for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Architectural Committee.

7.4 Interpretation. The provisions of this Declaration shall be literally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the of the State of Texas.

7.5 Assignment by Declarant Notwithstanding any provision of this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity.

7.6 Enforcement and Nonwaiver.

(a) Right of Enforcement. Except as otherwise provided herein, any Owner (at his own expense), Declarant and the Architectural Committee shall have the right to enforce any and all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.

(b) Nonwaiver. The failure by Declarant or the Architectural Committee to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right by such parties thereafter to enforce any such provision or any other provision of the Restrictions.

(c) Liens. The Architectural Committee shall have the right, when appropriate in its judgement, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

7.7 Construction.

(a) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the validity or partial validity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(b) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

(c) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

[SIGNATURES ON FOLLOWING PAGE]

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
2298209.1/104449.1  
August 18, 1999 (11:56AM)

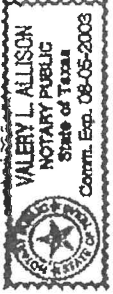


IN WITNESS WHEREOF, Defendant has executed this Declaration as of this the 19 day of August, 1999.

DECLARANT:

LAMPASAS RIVER PLACE, L.L.C.  
a Texas limited liability company

By: [Signature]  
L.L. Tad Davis, Manager



STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 19 day of August, 1999 by L. L. Tad Davis, Manager of Lampasas River Place, L.L.C., a Texas limited liability company, on behalf of said company.

[Signature]  
Notary Public, State of Texas

90666

FILED FOR RECORD

10:50 AM

AUG 30 1999

[Signature]  
CONNIE HARTMANN, COUNTY CLERK  
LAMPASAS COUNTY, TEXAS

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
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Filed 8-30-99 @ 10:30A  
Rec 8-30-99 @ 11:00M

CONNIE HARTMANN, COUNTY CLERK  
[Signature] Dkt.

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