

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

COPPER CREEK ESTATES SUBDIVISION UNIT 3

This Declaration, made on the date hereinafter set forth by PAUL CLEVELAND PROPERTIES LTD., a Texas Limited Partnership Company duly authorized to do business in the State of Texas, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain Tract of land known as COPPER CREEK ESTATES 2, being a Subdivision situated in Wilson County, Texas according to the plat ("Plat") of COPPER CREEK ESTATES UNIT 3, recorded in the office of the County Clerk of Wilson County, Texas, after having been approved as provided by law, and recorded in Book Volume 10, Page 99, in the records of plats of Wilson County, Texas (hereinafter referred to as the "Properties" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plat for the benefit of both the present and future owners of Lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon The Copper Creek Estates Unit 3, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01 "Properties" shall mean and refer to The Copper Creek Estates Unit 3, as shown by the plat thereof recorded in the Plat Records of Wilson County, Texas, subject to the Reservations set forth herein and/or in the Subdivision Plats, and any additional properties made subject to the terms hereof, pursuant to the provisions set forth herein.

Section 1.02 "Builders" shall mean and refer to persons or entities that purchase Lots and build speculative or custom homes thereon for third party purchasers.

Section 1.03 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot in the Subdivision.

Section 1.04 "Developer" The term "Developer" shall mean PAUL CLEVELAND PROPERTIES LTD, as well as any other person or entity who is a successor to PAUL CLEVELAND PROPERTIES LTD, or who shall have had their rights or duties as Developer assigned to them.

Section 1.05 "Lot" shall mean and refer to any plot of land identified as a Lot or home site on the plat of the Subdivision.

Section 1.06 "Owner" shall mean and refer to the record owner, (which shall include any purchaser under contract with the Texas Veterans Land Board) whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including (i) contract sellers, but excluding those having such interest merely as security for the performance of an obligation and those who have only an interest in the mineral estate, (ii) Developer (except as otherwise provided herein,) and (iii) Builders.

ARTICLE II.

RESERVATIONS, EXCEPTIONS AND DEDICATIONS.

Section 2.01 Recorded Subdivision map of the Property. The plat ("Plat") of the Subdivision dedicates to the Public for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain reservations, exceptions and dedications applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments off the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves the non-exclusive right to use the utility easements and right-of-ways shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Wilson County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of water, electric lighting, electric power, telegraph and telephone line or lines, storm surface or underground drainage, cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Property. Should any utility

company furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Nothing contained herein shall impose any obligation on Developer to construct or maintain any utilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and lawns or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements.. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water system, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot.

Section 2.04 Utility Easements.

(a) Utility easements have been dedicated in accordance with the Plat.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to-cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by a Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

(c) In the event that a single owner shall own two or more adjacent Lots used as a single building site, then the 15' Utility Easement along the interior and common Lot lines shall be considered vacated so long as no utilities have been previously installed therein. However, in the event that one such Lot shall thereafter be conveyed to any third party, the interior Utility easements along such interior and common Lot line shall again burden both such Lots.

Section 2.05 General Drainage Easements. The Plat generally dedicates a thirty foot (30') wide drainage easement centered on all natural runoff channels, creeks, or swales, in addition to those drainage easements specifically shown and dedicated on the Plat. Developer, its successors and assigns, reserves the right, but not the obligation, to more specifically identify these natural runoff channels, creeks, and swales to the extent that such identification is necessary or convenient for a Lot Owner. Should a Lot Owner request such identification and Developer, in its sole discretion, employs an engineer or surveyor to assist in the identification process, the Lot Owner shall pay the fees and costs for such expert assistance. The written identification of such natural runoff channels, creeks, or swales may be reduced to a instrument recorded in the Real Property Records of Wilson County, Texas, which shall be in addition to and shall supersede the general Plat reference for that Lot. Any drainage pattern and/or earthen tank embankment established on the property cannot be altered or blocked in any manner whatsoever.

ARTICLE III USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be constructed on any Lot other than one single family residential dwelling with a detached or attached garage or carport. In addition to the primary residence, there may be constructed either (a) one garage apartment as part of the garage or (b) one guest house, so long as such guest house is attached to the primary residence by a common roof (including a roof over an open breeze way). There may be only one garage apartment or one connected guesthouse, but not both. The term "dwelling" does not include single-wide, double wide or multi-section manufactured homes, and said manufactured homes are not permitted within this Subdivision. As used herein, the term "single family residential dwelling" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, four-plexes, condominiums, or apartment houses.

All plans and specifications for residential dwellings and other structural improvements must be approved in writing by Developer its successors or assigns,

prior to being constructed.

There may also be constructed work shops, barns, and outbuildings so long as they are of good construction, kept in good repair, and are not used for temporary or permanent residential purposes. Any pre-existing outbuildings, barns or similar improvements may continue to remain on the property.

Any single story residential dwellings must have at least a total living areas of at least 2,350 square feet, and a 2-Story residential dwelling must have a total living area of not less than 2,700 square feet, excluding porches, garages and guesthouse and be constructed with new materials, except that used brick, stone, wooden beams, doors and the like may be used for antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure or the Subdivision. All residential dwellings must be site built and constructed upon a monolithic full concrete slab foundation, more specifically, no concrete pier, beam or similar structure may be used as a foundation. Any barn, outbuilding, structure, or cottage must be of a similar design and finish as the main residence structure.

Each residence must have a minimum of seventy five percent (75%) brick, rock or stucco masonry construction on exterior walls, and must meet the following standards:

The facing of all buildings facing a public street, including barns, garages, cottages, and out buildings must be 100% masonry, except that dormers on the front of two story structures may be constructed of non-masonry materials. Hardie plank and similar cementitious siding products may not be counted towards the masonry requirements.

Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from commencement date. During construction of a residence, an Owner must provide a construction dumpster for container storage of trash and building construction debris, and a portable construction toilet for construction workers. Both dumpster and construction toilet must be removed immediately upon completion of construction. During the construction of a dwelling, a camper or recreation vehicle may be used as a temporary residence for up to six (6) months, so long as said camper or recreation vehicle is hooked up to an approved septic system. The above said period may not be extended without the express written consent of the Developer, its successors or assigns. It is specifically agreed that Lot Owners shall not excavate, remove or sell the soil, nor cut, sell or remove timber other than as necessary for the construction of

residential and associated improvements upon the property and as may be necessary for the reasonable use, upkeep and maintenance of the property.

No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage disposal system is installed. Each Lot owner must contact the La Vernia U.S. Post Office for mail service at the time of construction.

All attached garages shall be side entrance only and the garage entry shall not face the street (except for corner lots where the garage doors shall face the side street only).

Section 3.02 Lot Lines / Setbacks. No building of any kind shall be located on any Lot nearer than fifteen (15') feet to the side or rear property line, or nearer than thirty-five (35') feet from front property line facing any public road. The Developer shall have the right to grant exceptions to the setback lines shown on the plat and upon recording an instrument describing such exception in the real property records of Wilson County, Texas, setting forth the setbacks in such exception shall supersede and replace and the new setbacks established in the Subdivision plat. "Rear and side Lot lines", respectively, as used in this paragraph, in respect to any two or more contiguous whole Lots owned by the same owner and used as a single building site, shall mean, respectively, the outermost rear Lots lines and side Lot lines considering said contiguous whole Lots as one Lot. However, in the event that a single owner shall own two or more adjacent Lots, and shall thereafter convey one to any third party, the interior Lot lines between the Lots then owned by separated owners shall be burdened by the setback lines described herein. All dwellings placed on a Lot must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards, and specifications, and all such dwellings must be served with water and electricity.

Section 3.03 Use of Temporary Structures. No structure of a temporary character, whether trailer, recreational vehicle, camper, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted in section 3.01. However, the Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision. This sentence shall take precedence over any conflicting provisions of these Subdivision restrictions.

Section 3.04 Fences All fences must be constructed with new materials. Fences are allowed from the corner of the front of the house to the rear of the Property. Lots 72, 73, 74 and 75 of Copper Creek Estates Unit 3 may not construct a fence along their rear property line but are permitted to tie onto the 8-foot game fence along the common property line with the property to the rear of Copper Creek Estates Unit 1.

Section 3.05 Prohibition of Offensive Activities. Except as provided in Section 3.18, operation of a business on a Lot will not be permitted. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

Section 3.06 Minimum Lot Area. The Texas Veterans Land Board may sever a homesite parcel from any Lot owned by them. Otherwise, no Lot shall be subdivided without the consent of the Developer, its successors and assigns, which consent may be granted or withheld at the sole discretion of the Developer, its successors or assigns.

Section 3.07 Water Service and Water Wells. Water is supplied to the subdivision through a water service company licensed by the State of Texas. A hook-up fee will be payable by a property owner for the initial hook up to this system.

No wells are allowed on lots of less than 3.0 acres. A permit is required from Evergreen Underground Water District for a private water well. Site location for any water well must be such that any required sanitary easement is provided for and contained solely on that Lot. It is the intent hereof to prohibit any water well, which might impair or limit in any way whatsoever the use of any other Lot because of the water well and sanitation requirements related to same.

Section 3.08 Storage, Garbage, Refuse, and Prohibited Items. No Lot shall be used or maintained as a dumping ground for rubbish. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the road. However, any new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements, after which time those materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways. Each Owner or occupant shall keep the portion of the Property owned by it in a clean, kept, neat and sanitary

condition. All Owners or occupants of any portion of the Property are required to maintain their portion of the Property, whether vacant or occupied, so that each Owner's tract does not become overrun or overgrown with tall grass, heavy brush, rubbish or trash. No inoperative or unlicensed automobile shall be placed on any Lot except in an enclosed structure, which meets the requirements of these restrictions. No automobile, truck, trailer or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property. No dump trucks, commercial trucks, any trucks with more than two axles, tractor-trailer trucks (commonly referred to as eighteen (18) wheelers) or heavy commercial or construction equipment may be parked on or near any Lot except temporarily as needed for residential construction purposes.

Section 3.09 Unsightly Storage. No unsightly trucks or vehicles shall be stored or kept on any Lot, and no automobile or other vehicle shall be kept on any Lot for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public and other residents, and such use shall in no way cause a nuisance to the public or other property owners. No outbuilding taller than 14' at the highest point may be constructed to the rear of the main residence at Lots 19-28 of The Copper Creek Estates Unit 3 except with the written permission of any property owner, including a property owner of lands contiguous to such lot.

Section 3.10 Off-Road Parking. Both prior to and after the occupancy of a dwelling on any Lot, the Owner shall provide appropriate space for off-road parking for his vehicles. No Owner nor his guests or invitees may park vehicles overnight on the public right of way.

Section 3.11 Sewage Treatment. No outside toilet will be permitted except during construction as provided in Section 3.01 above. No sanitary sewage disposal system shall be installed on any Lot until a permit is issued by the regulatory authority having jurisdiction over same.

Section 3.12 Signs. No signs, advertisements, billboards or advertising structure of any kind may be erected or maintained on any Lot except one (1) professionally made sign not more than 18" x 24", advertising an Owner's Lot for sale, rent or during home construction. Developer or an Owner shall have the right to remove any such sign, which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from any liability for trespass or other action in connection therewith, or arising from such removal. The Developer shall have the right to erect any size sign for the purpose of identifying and advertising property so long as such sign is maintained in good condition and removed

promptly after marketing ends.

Section 3.13 Driveways. No driveway shall be constructed on any Lot until all required permits from the appropriate regulatory agencies have been obtained. All driveways shall be of a hard surfaced material, finish, and composition for the first thirty-five (35') feet of driveway extending from the main road running in front of the Lots. These may include, but are not necessarily limited to, stone, flagstone, concrete, exposed aggregate concrete, concrete pavers, brick, and asphalt. All driveway entrances shall be at least twelve feet (12') in width. **An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.**

Section 3.14 Drainage. Natural established drainage patterns of streets, Lots, or roadway ditches will not be impaired by any person or persons. No natural drainage shall be altered, nor shall any drainage ditch, culvert, nor drainage structure of any kind be installed or altered, nor shall any curb nor shall other such impediment to the free flow of water be installed or altered, without prior written consent of the Developer, its successors, heirs or assigns. **An Owner is responsible in the event the design and construction of the driveway impedes the drainage system set out in the plat and approved by Wilson County.**

Section 3.15 Hunting/Firearms. Discharging of firearms for hunting and/or target practice is expressly prohibited in the subdivision.

Section 3.16 Prohibited Use of Lot as Roadway. No Lot or any part of a Lot shall be used as a street, access road, or public thoroughfare without the prior written consent of the Developer, its successors or assigns.

Section 3.17 Animals. Provided that such use does not create any condition conflicting with the residential nature of the Subdivision, the following animals may be raised or kept on the property:

1. Household pets, such as cats, dogs and birds.
2. Livestock animals raised for 4-H or FFA school supervised programs, as long as used for a school project.
3. Horses and cattle, provided that a total of no more than one head per acre of area (with the size of Lot rounded either up or down to the nearest even acre) is kept on a Lot. Otherwise, no animals may be raised or maintained on any Lot. Under no circumstances shall any emus, ostriches, or any exotic animals be maintained on any Lot. In no case

shall any commercial feedlot operation be allowed, nor the breeding and raising of animals as a commercial operation.

4. No pigs nor hogs may be raised, kept or bred, except for 4-H or FFA and school supervised programs.
5. Dogs must be kept in fenced in area or under leash at all times.

Section 3.18 Home Office/Telecommuting. Use of a Lot for Home Office or Telecommuting is permissible when conducted by a person in his residence. No other business use of a Lot shall be allowed. To be considered as a home office/telecommuting activity, the following applies:

- (a) The activity shall be at the residence of the person conducting the activity and it shall be entirely contained within the personal residence.
- (b) The activity is carried on only by the person(s) who reside(s) at that residence and specifically no outside employees are involved in the business at the residence.
- (c) The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity shall not exceed 20% of the residential living area square footage.
- (d) The activity does not result in an objectionable noise, nor does it increase traffic volume or require additional parking.
- (e) The activity does not include any window or outdoor displays and does not include any retail sales on the property.
- (f) The residence where the activity is located shall not be used as a point for customer visits, customer pick-up or customer deliveries.
- (g) Outdoor storage of any items related to the activity is prohibited.

ARTICLE IV GENERAL PROVISIONS

Section 4.01 Covenants Running With The Land. All of the restrictions, covenants, and easements, herein provided for and adopted apply to each and every Lot, and shall be covenants running with the land. The Owner of any Lot in the Subdivision shall have the right to either prevent a breach of any such Restriction or covenant, or enforce the performance thereof, by suit in law or equity, by way of

injunction or damages, filed in any Court of competent jurisdiction. Nothing herein shall be construed as compelling the Developer to enforce any of these provisions, nor shall the failure of the Developer to enforce any of these provisions be deemed to be a waiver of the right of enforcement or prohibition. The Developer shall have no liability or responsibility at law or in equity on account of enforcement of, or on account of the failure to enforce these restrictions.

Section 4.02 Developer's Authority. The Developer, however, shall have the right to make use of any Lots then owned by Developer for Developer's purposes, including, but not limited to, sales offices, parking areas, storage and maintenance facilities, and storage and maintenance of equipment.

Developer reserves the right to construct and develop additional dedicated county roads over and across any Lot owned by the Developer, along with any re-platting as may be required. Each Lot owner hereby consents, without protest, to non-notification and without notice publication, as stated in the Wilson County Subdivision Regulations, under Re-plat Revisions Procedures, Section 10.01(b), and further allows Commissioner's Court to permit the re-plat under the provisions of Section 10.01(c)(2). The Developer expressly retains the right to acquire and subdivide adjacent properties and connect the Subdivision road(s) to same in order to provide ingress and egress thereto in establishing continuing development of such future development.

Section 4.03 Partial Invalidity. Invalidation of any covenant or restriction (by Court Judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others, the conditions so violated or any other conditions. The Developer and/or their designees may, on any Lot and/or Lots then owned by them, construct, maintain, use and allow to be used by others a sales office and storage facilities and Article III shall not apply thereto.

Section 4.0.4 Term and Amendments. 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, and their respective legal representatives, heirs, successors and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from this date, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. Subject to Section 4.02 paragraph hereto, the covenants, conditions and restrictions may be amended during the first twenty (20) year period by

an instrument signed by not less than ninety percent (90%) of the Lot Owners; during any succeeding ten (10) year periods, the covenants, conditions, and restrictions may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. No amendment shall be effective until recorded in the Deed Records of Wilson County, Texas, nor until the approval of any governmental regulatory body, which is required, shall have been obtained. Notwithstanding the foregoing, Developer shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

EXECUTED this 4th day of AUGUST, 2011.

PAUL CLEVELAND PROPERTIES LTD.,
BY PAUL CLEVELAND GP LLC

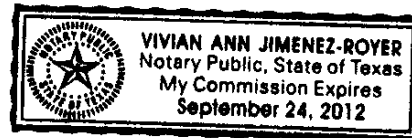
by [Signature]
Paul H. Cleveland, its manager

STATE OF TEXAS

COUNTY OF WILSON

This instrument was acknowledged before me on August 4th, 2011 by Paul Cleveland, Manager of PAUL CLEVELAND GP LLC, as general partner of PAUL CLEVELAND PROPERTIES LTD. on behalf of said entity.

[Signature]
Notary Public



F + AFTER RECORDING, RETURN TO:

Paul Cleveland
PAUL CLEVELAND PROPERTIES LTD.
7395 FM 775
La Vernia TX 78121

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Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk

On: Aug 08, 2011 at 10:31A
As a Recording

Document Number: 00005553
Total Fees : 64.00

Receipt Number - 124254
By,
Yvonne G Garcia,

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

THE STATE OF TEXAS
COUNTY OF WILSON

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 Official Public Records the
Volume: 1619 and Page: 1 of the
named records of: Wilson County
as stamped hereon by me.

Aug 08, 2011



Eva S. Martinez
COUNTY CLERK
WILSON COUNTY, TEXAS