



STATE OF TEXAS

COUNTY OF WILLIAMSON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLACKBUCK RANCH (UNRECORDED) SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

WHEREAS: BLACKBUCK INVESTMENT PROPERTIES, LLC (“Declarant”) is the owner of all that certain real property located in Williamson County, Texas described as follows: BEING 143.24 acres of land, situated in the Rebecca Burleson Survey, Abstract No. 52, in Williamson County, Texas, said land being that certain tract of land, called 143.55 acres (as fenced and occupied), as conveyed to Kenneth A. Blakemore and wife, Alice L. Blakemore, by deed as recorded in Volume 855, Page 122, of the Deed Records of Williamson County, Texas. Survey on the ground in the month of February, 2008, and more fully described by metes and bound in Exhibit “A”, attached hereto and made a part hereof.

AND WHEREAS: The Declarant intends to convey the above described properties subject to certain protective covenants, conditions, restrictions, and charges as hereafter set forth.

NOW THEREFORE: It is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

- 1. “Owner” shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Tract or portion of a Tract which is part of the property described above, including contract purchases, but excluding those having such interest merely as security for the performance of an obligation.**
- 2. “Property” shall mean and refer to that certain real property hereinbefore described.**
- 3. “Lot” or “Tract” shall mean and refer to any of the portions of land shown on the above described survey and subdivision map described as BLACKBUCK RANCH SUBDIVISION as described above. The term “Lot” or “Tract” shall not include the common area or any other reserves shown on said map or plat, if any.**

4. **“Declarant” shall mean and refer to the BLACKBUCK INVESTMENT PROPERTIES, LLC and its heirs, successors and assigns.**
5. **“Subdivision” shall mean and refer to BLACKBUCK RANCH SUBDIVISION as described above.**

ARTICLE II
ARCHITECTURAL CONTROL

1. **Declarant shall exercise sole, exclusive and final Architectural Control under the terms and conditions described herein until all lots in the Subdivision are sold by the Declarant.**
2. **After the Declarant has sold all of the Lots in the subdivision, the owners of a majority of the Lots in the Subdivision may form an Architectural Control Committee (“ACC”) to carry out the functions of such committee as provided in this instrument. Each Lot shall have one (1) vote on the ACC.**
3. **The ACC shall be responsible for the inspection and acceptance of all plans for homes, barns, and other structures to be built in the subdivision.**
4. **Approval or disapproval by the ACC of any matter requiring its attention shall be given promptly. The decisions of the ACC shall be recorded in its records, which shall be accurately maintained by the ACC according to Roberts Rules of Order. Should the ACC, or its designated representative, fail to act upon and make known its action on any given matter for which its decision is required or requested within thirty (30) days following submission, in writing, to it of any such request, such request or such plans and specifications or other matters so submitted automatically shall be deemed to have received ACC approval.**
5. **The ACC, or its designated representative, shall meet with owners in violation of restrictions to mutually resolve problems, find solutions, and recommend suppliers, contractors, and services to the Owner to resolve such violations. If there is not a timely resolution of the problem, the ACC shall take all measures necessary, including action at law, to effect the resolution.**

ARTICLE III
USE RESTRICTIONS

1. **Each residential Lot in the BLACKBUCK RANCH SUBDIVISION shall be used for site-built constructed home(s) as approved by the ACC. Provided that each primary residence shall be at least 2000 sq. ft. in size and any guest homes or secondary homes shall be of a size commensurate with the primary residence and physical characteristics of the other improvements. Final approval rests with the ACC. The primary residence shall be constructed with at least three sides of masonry (brick, stone, etc). Notwithstanding any terms to the contrary in these restrictions, all improvements on Tract 8,**

already existing, shall be excluded from these restrictions. No re-subdivision of any tract without approval of the ACC or the majority of Owners, if the ACC is not in existence, save and except Lots 1 and 2 which can be subdivided into smaller lots but will have to be a formal subdivision with county approval and roads at the expense of the Owner.

2. This Subdivision is expressly restricted from mobile and/or manufactured homes.
3. All structures (other than fences) must have a fifty (50) foot minimum front, side and back setback from the adjacent Lots and Streets. There will be a five (5) foot P.U.E. along either side of all lot lines. No structure shall encroach on the PUE area of the Lot or on the front or side building setback.
4. There shall be no on-street parking by residents for extended periods of time. Recreational vehicles, boats, and trailers, and any auto under repair must be stored behind building setback areas and out of sight and no inoperable vehicles, of any kind, may be stored on the property, for an extended period of time, unless in a barn or garage.
5. Any alteration or addition to any structure, including buildings, fences, sidewalks, driveways, patios, television or radio antennas, etc., must be installed or constructed to the end that good and attractive general appearances of the neighborhood be maintained.
6. No tent, shack, garage, shed, travel trailer, recreational vehicle, or temporary building of any kind shall be used as a temporary or permanent residence.
7. No butane or propane gas containers shall be placed on any Lot unless said containers are placed in such a way that the containers cannot be seen from the street or from the Lots immediately adjacent thereto.
8. The raising or keeping of hogs/swine, on any part of the Subdivision is strictly prohibited. No commercial feed lot operation shall be allowed on any lot. Any livestock or fowl must be kept in a fenced area. All dogs must be kept in a fenced area or on a leash. Free roaming animals are strictly prohibited, except for any animals that are part of a Master Grazing Lease, if any. 4H or FFA projects with hogs or other animals are exempted from this restriction and are acceptable as long as there is no breeding operation with the intent of being a business. For those owners seeking Ag Exempt status from Williamson County, the minimum number of animals for the size Tract is approved but in no event will the Owner have more than one animal per acre.
9. The surface of a Lot shall not be re-graded or changed so as to alter the natural drainage patterns without the express written consent of the ACC.
10. There shall be no commercial businesses within the Subdivision nor signs or storage of commercial items upon any Lot, without the approval of

Declarant, with the exception of the business of the Declarant and the transferees of Declarant in developing all of the Lots.

- 11. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot nor shall mineral wells, mineral tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring of oil, natural gas, or other minerals shall be erected maintained, or permitted on any Lot.**
- 12. No lot shall be used or maintained as a dumping ground for rubbish, chemicals or waste material of any kind. Each Lot shall be kept free of litter and trash and weeds, lawns etc. shall be mowed to an acceptable height.**
- 13. No hunting of any kind shall be allowed on the Property. The use or discharge of pistols, rifles, shotguns or firearms of any kind is expressly prohibited within the Subdivision.**
- 14. All covenants, conditions and restrictions (herein referred to as "terms") are subject to regulation by the Declarant, Lot owners, or ACC (If an ACC exists). Any Lot not maintained and kept in compliance with the terms set forth herein, automatically grants to the ACC or Declarant the right to obtain towing service, labor and materials necessary to bring the Lot and improvements thereon up to a condition meeting the terms of this Declaration. The ACC shall notify the Owner of any Lot in non-compliance with the terms of this Declaration as to the nature of the non-compliance. Said notice shall be in writing and delivered by the US Post Office, certified mail, return receipt requested. The Owner of the Lot in non-compliance shall have thirty (30) days from the receipt of the notice to bring the Lot into compliance. In the event the owner of the non-compliant Lot does not bring the Lot into compliance within the allotted thirty (30) days, the ACC may proceed to remedy the non-compliance without liability. In this event, the Owner of any such non-compliant Lot is obligated to pay directly to the sub-contractor all direct costs incurred by the sub-contractor in furnishing or having furnished such towing, hauling, labor and materials.**
- 15. The failure of any Lot Owner or ACC to enforce any provision, restriction or covenant herein contained shall in no event be deemed as a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the ACC or such Lot Owner.**

ARTICLE IV GENERAL PROVISIONS


- 1. Enforcement. The Declarant (until its obligations terminate, as provided herein), any Lot Owner, or ACC (in the event an ACC is established, as provided herein), shall have the right to enforce, by any proceeding at law or**

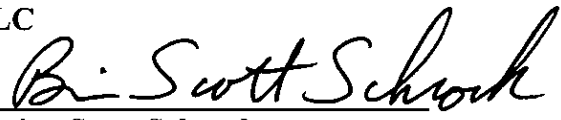
in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of Declarant. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall have the authority to assess a fine of not more than fifty (50) dollars per month to any property owner found to be in violation of these restrictions, after having received thirty (30) days written notice to rectify said violation.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten years. This Declaration may also be amended by the sole act of the Declarant, provided that at the time of amendment the Declarant owns at least one of the Lots in the Subdivision. After the sale of all of the Lots by Declarant, any amendment requires the consent of at least seventy (70%) percent of the Owners. Any amendments must be recorded in Williamson County, Texas and shall take effect when recorded.
4. Obligation of Declarant. The obligations, if any, of the Declarant under these declarations shall terminate when the Declarant no longer owns any Lots in the Subdivision.

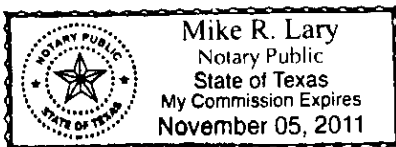
IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective this 28 day of March, 2008.

BLACKBUCK INVESTMENT PROPERTIES, LLC

BY: 
Menzo Dennis Cheney
Managing Member


Brian Scott Schrock
Managing Member

Before me, the undersigned authority, on this day personally appeared Menzo Dennis Cheney and Brian Scott Schrock, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.




NOTARY PUBLIC, STATE OF TEXAS

LEGAL DESCRIPTION FOR MENZO D. CHENEY

BEING 143.24 acres of land, situated in the Rebecca Burleson Survey, Abstract No. 52, in Williamson County, Texas, said land being that certain tract of land, called 143.55 acres, (as fenced and occupied), as conveyed to Kenneth A. Blakemore and wife, Alice L. Blakemore, by deed as recorded in Volume 855, Page 122, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the North line of County Road No. 285, marking the Southeast corner of the above-referenced Blakemore tract, being the Southeast corner of that certain Tract Two, called 0.98 of an acres, as conveyed to Williamson County, a political subdivision of the State of Texas, by deed recorded as Documents No. 2005005017 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, with a fence, along the said North line of County Road No. 285, being the occupied South line of the said Blakemore tract, as follows; S 75°41'45" W, 403.65 feet to a 40d nail set; N 78°02' W, 978.02 feet to a post; S 83°57' W, 73.15 feet to a post and S 70°37' W, 412.40 feet to an iron pin found marking the Southwest corner of the said Blakemore tract, being the Southeast corner of that certain tract of land, called 184.101 acres, as conveyed to Jim Boatright by deed recorded as Document No. 2006103847 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, with a fence, along the occupied West line of the said Blakemore tract and the occupied East line of the said Boatright tract, as follows; N 19°35'45" W, 2,064.98 feet to a 3" pipe fence post; N 11°22'15" W, 79.57 feet to a 2" pipe post and N 19°43'30" W, 1,217.04 feet to an iron pin found marking the Northwest corner of the said Blakemore tract, being the Southwest corner of that certain tract of land, called 65.346 acres, as conveyed to 1869 Ranch, Inc., by deed recorded as Document No. 9750631 of the Official Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, with a fence, along the occupied North line of the said Blakemore tract and the occupied South line of the said 1869 Ranch, Inc., tract as follows; N 74°24' E, 163.68 feet to a post, N 72°01'45" E, 851.62 feet to a post; N 71°56' E, 490.07 feet to a post and N 73°11'45" E, 246.19 feet to an iron pin found marking the Northeast corner of the said Blakemore tract, being the Northwest corner of that certain tract of land, called 10.18 acres, as conveyed to Steven B. Miers, by deed recorded as Document No. 2005008388 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

EXHIBIT A
PAGE 1 OF 2

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THENCE, S 19°00' E, at 535.00 feet pass an iron pin found marking the Southwest corner of the said 10.18 acre Miers tract, being the Northwest corner of that certain Tract I, called 10.18 acres, as conveyed to Timothy H. Roberts and wife, Lisa A. Roberts, by deed recorded as Document No. 2006045957 of the Official Public Records of Williamson County, Texas, at 1,065.00 feet, pass an iron pin found marking the Southwest corner of the said Roberts tract, being the Northwest corner of that certain tract of land, called 12.62 acres, as conveyed to Roy Lee Taylor, and wife, Amy H. Taylor, by deed recorded as Document No. 2005005778 of the Official Public Records of Williamson County, Texas, at 1,852.60 feet, pass an iron pin found marking the Southwest corner of the said Taylor tract, being the Northwest corner of that certain tract of land, called 10.63 acres, as conveyed to James G. McClain and wife, Christa L. McClain, by deed recorded as Document No. 2004042326 of the Official Public Records of Williamson County, Texas, at 2,733.19 feet, pass an iron pin found marking the most westerly Southwest corner of the said McClain tract, being the Northwest corner of that certain tract of land, called 10.05 acres, as conveyed to Ira James Morgan by deed recorded as Document No. 2006045283 of the Official Public Records of Williamson County, Texas, at 3,861.19 feet, pass an iron pin found marking the Southwest corner of the said Morgan tract, being the Northwest corner of the said Williamson County, Tract Two, for a total distance of 3,868.19 feet to the Place of BEGINNING and containing 143.24 acres of land.

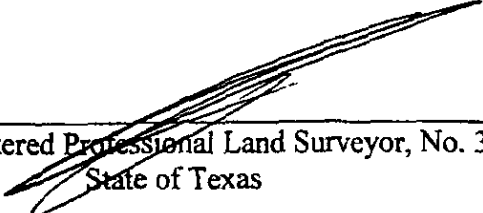
STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 25th day of February, 2008, A.D.


Registered Professional Land Surveyor, No. 3967
State of Texas

Brian F. Peterson



EXHIBIT "A"
21254
PAGE 2 OF 2

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2008024303

Nancy E. Rister

03/31/2008 03:10 PM

SURRATT \$40.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

(4) GRACY TITLE

Chicago Title
GF# 1901681

STATE OF TEXAS

COUNTY OF WILLIAMSON

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BLACKBUCK RANCH (UNRECORDED)
SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

WHEREAS: BLACKBUCK INVESTMENT PROPERTIES, LLC ("Declarant") is the owner of all that certain real property located in Williamson County, Texas described as follows: BEING 143.24 acres of land, situated in the Rebecca Burleson Survey, Abstract No. 52, in Williamson County, Texas, said land being that certain tract of land, called 143.55 acres (as fenced and occupied), as conveyed to Kenneth A. Blakemore and wife, Alice L. Blakemore, by deed as recorded in Volume 855, Page 122, of the Deed Records of Williamson County, Texas. Survey on the ground in the month of February, 2008, and more fully described by metes and bound in Exhibit "A", attached hereto and made a part hereof.

AND WHEREAS: The Declarant intends to convey the above described properties subject to certain protective covenants, conditions, restrictions, and charges as hereafter set forth.

NOW THEREFORE: It is hereby declared that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Tract or portion of a Tract which is part of the property described above, including contract purchases, but excluding those having such interest merely as security for the performance of an obligation.
2. "Property" shall mean and refer to that certain real property hereinbefore described.
3. "Lot" or "Tract" shall mean and refer to any of the portions of land shown on the above described survey and subdivision map described as BLACKBUCK RANCH SUBDIVISION as described above. The term "Lot" or "Tract" shall not include the common area or any other reserves shown on said map or plat, if any.

4. "Declarant" shall mean and refer to the BLACKBUCK INVESTMENT PROPERTIES, LLC and its heirs, successors and assigns.
5. "Subdivision" shall mean and refer to BLACKBUCK RANCH SUBDIVISION as described above.

ARTICLE II
ARCHITECTURAL CONTROL

1. Declarant shall exercise sole, exclusive and final Architectural Control under the terms and conditions described herein until all lots in the Subdivision are sold by the Declarant.
2. After the Declarant has sold all of the Lots in the subdivision, the owners of a majority of the Lots in the Subdivision may form an Architectural Control Committee ("ACC") to carry out the functions of such committee as provided in this instrument. Each Lot shall have one (1) vote on the ACC.
3. The ACC shall be responsible for the inspection and acceptance of all plans for homes, barns, and other structures to be built in the subdivision.
4. Approval or disapproval by the ACC of any matter requiring its attention shall be given promptly. The decisions of the ACC shall be recorded in its records, which shall be accurately maintained by the ACC according to Roberts Rules of Order. Should the ACC, or its designated representative, fail to act upon and make known its action on any given matter for which its decision is required or requested within thirty (30) days following submission, in writing, to it of any such request, such request or such plans and specifications or other matters so submitted automatically shall be deemed to have received ACC approval.
5. The ACC, or its designated representative, shall meet with owners in violation of restrictions to mutually resolve problems, find solutions, and recommend suppliers, contractors, and services to the Owner to resolve such violations. If there is not a timely resolution of the problem, the ACC shall take all measures necessary, including action at law, to effect the resolution.

ARTICLE III
USE RESTRICTIONS

1. Each residential Lot in the BLACKBUCK RANCH SUBDIVISION shall be used for site-built constructed home(s) as approved by the ACC. Provided that each primary residence shall be at least 2000 sq. ft. in size and any guest homes or secondary homes shall be of a size commensurate with the primary residence and physical characteristics of the other improvements. Final approval rests with the ACC. The primary residence shall be constructed with at least three sides of masonry (brick, stone, etc). Notwithstanding any terms to the contrary in these restrictions, all improvements on Tract 8,

already existing, shall be excluded from these restrictions. No re-subdivision of any tract without approval of the ACC or the majority of Owners, if the ACC is not in existence, save and except Lots 1 and 2 which can be subdivided into smaller lots but will have to be a formal subdivision with county approval and roads at the expense of the Owner.

2. This Subdivision is expressly restricted from mobile and/or manufactured homes.
3. All structures (other than fences) must have a fifty (50) foot minimum front, side and back setback from the adjacent Lots and Streets. There will be a five (5) foot P.U.E. along either side of all lot lines. No structure shall encroach on the PUE area of the Lot or on the front or side building setback.
4. There shall be no on-street parking by residents for extended periods of time. Recreational vehicles, boats, and trailers, and any auto under repair must be stored behind building setback areas and out of sight and no inoperable vehicles, of any kind, may be stored on the property, for an extended period of time, unless in a barn or garage.
5. Any alteration or addition to any structure, including buildings, fences, sidewalks, driveways, patios, television or radio antennas, etc., must be installed or constructed to the end that good and attractive general appearances of the neighborhood be maintained.
6. No tent, shack, garage, shed, travel trailer, recreational vehicle, or temporary building of any kind shall be used as a temporary or permanent residence.
7. No butane or propane gas containers shall be placed on any Lot unless said containers are placed in such a way that the containers cannot be seen from the street or from the Lots immediately adjacent thereto.
8. The raising or keeping of hogs/swine, on any part of the Subdivision is strictly prohibited. No commercial feed lot operation shall be allowed on any lot. Any livestock or fowl must be kept in a fenced area. All dogs must be kept in a fenced area or on a leash. Free roaming animals are strictly prohibited, except for any animals that are part of a Master Grazing Lease, if any. 4H or FFA projects with hogs or other animals are exempted from this restriction and are acceptable as long as there is no breeding operation with the intent of being a business. For those owners seeking Ag Exempt status from Williamson County, the minimum number of animals for the size Tract is approved but in no event will the Owner have more than one animal per acre.
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10. There shall be no commercial businesses within the Subdivision nor signs or storage of commercial items upon any Lot, without the approval of

Declarant, with the exception of the business of the Declarant and the transferees of Declarant in developing all of the Lots.

11. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot nor shall mineral wells, mineral tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring of oil, natural gas, or other minerals shall be erected maintained, or permitted on any Lot.
12. No lot shall be used or maintained as a dumping ground for rubbish, chemicals or waste material of any kind. Each Lot shall be kept free of litter and trash and weeds, lawns etc. shall be mowed to an acceptable height.
13. No hunting of any kind shall be allowed on the Property. The use or discharge of pistols, rifles, shotguns or firearms of any kind is expressly prohibited within the Subdivision.
14. All covenants, conditions and restrictions (herein referred to as "terms") are subject to regulation by the Declarant, Lot owners, or ACC (If an ACC exists). Any Lot not maintained and kept in compliance with the terms set forth herein, automatically grants to the ACC or Declarant the right to obtain towing service, labor and materials necessary to bring the Lot and improvements thereon up to a condition meeting the terms of this Declaration. The ACC shall notify the Owner of any Lot in non-compliance with the terms of this Declaration as to the nature of the non-compliance. Said notice shall be in writing and delivered by the US Post Office, certified mail, return receipt requested. The Owner of the Lot in non-compliance shall have thirty (30) days from the receipt of the notice to bring the Lot into compliance. In the event the owner of the non-compliant Lot does not bring the Lot into compliance within the allotted thirty (30) days, the ACC may proceed to remedy the non-compliance without liability. In this event, the Owner of any such non-compliant Lot is obligated to pay directly to the sub-contractor all direct costs incurred by the sub-contractor in furnishing or having furnished such towing, hauling, labor and materials.
15. The failure of any Lot Owner or ACC to enforce any provision, restriction or covenant herein contained shall in no event be deemed as a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the ACC or such Lot Owner.

ARTICLE IV GENERAL PROVISIONS

1. Enforcement. The Declarant (until its obligations terminate, as provided herein), any Lot Owner, or ACC (in the event an ACC is established, as provided herein), shall have the right to enforce, by any proceeding at law or

in equity, all restrictions, conditions and reservations now or hereafter imposed by the provisions of Declarant. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The ACC shall have the authority to assess a fine of not more than fifty (50) dollars per month to any property owner found to be in violation of these restrictions, after having received thirty (30) days written notice to rectify said violation.

- 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten years. This Declaration may also be amended by the sole act of the Declarant, provided that at the time of amendment the Declarant owns at least one of the Lots in the Subdivision. After the sale of all of the Lots by Declarant, any amendment requires the consent of at least seventy (70%) percent of the Owners. Any amendments must be recorded in Williamson County, Texas and shall take effect when recorded.
- 4. Obligation of Declarant: The obligations, if any, of the Declarant under these declarations shall terminate when the Declarant no longer owns any Lots in the Subdivision.

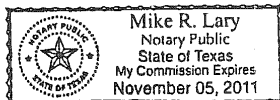
IN WITNESS WHEREOF, the undersigned has executed this Declaration to be effective this 28 day of March, 2008.

BLACKBUCK INVESTMENT PROPERTIES, LLC

BY: [Signature]
Menzo Dennis Cheney
Managing Member

[Signature]
Brian Scott Schrock
Managing Member

Before me, the undersigned authority, on this day personally appeared Menzo Dennis Cheney and Brian Scott Schrock, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

LEGAL DESCRIPTION FOR MENZO D. CHENEY

BEING 143.24 acres of land, situated in the Rebecca Burleson Survey, Abstract No. 52, in Williamson County, Texas, said land being that certain tract of land, called 143.55 acres, (as fenced and occupied), as conveyed to Kenneth A. Blakemore and wife, Alice L. Blakemore, by deed as recorded in Volume 855, Page 122, of the Deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the North line of County Road No. 285, marking the Southeast corner of the above-referenced Blakemore tract, being the Southeast corner of that certain Tract Two, called 0.98 of an acres, as conveyed to Williamson County, a political subdivision of the State of Texas, by deed recorded as Documents No. 2005005017 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, with a fence, along the said North line of County Road No. 285, being the occupied South line of the said Blakemore tract, as follows; S 75°41'45" W, 403.65 feet to a 40d nail set; N 78°02' W, 978.02 feet to a post; S 83°57' W, 73.15 feet to a post and S 70°37' W, 412.40 feet to an iron pin found marking the Southwest corner of the said Blakemore tract, being the Southeast corner of that certain tract of land, called 184.101 acres, as conveyed to Jim Boatright by deed recorded as Document No. 2006103847 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, with a fence, along the occupied West line of the said Blakemore tract and the occupied East line of the said Boatright tract, as follows; N 19°35'45" W, 2,064.98 feet to a 3" pipe fence post; N 11°22'15" W, 79.57 feet to a 2" pipe post and N 19°43'30" W, 1,217.04 feet to an iron pin found marking the Northwest corner of the said Blakemore tract, being the Southwest corner of that certain tract of land, called 65.346 acres, as conveyed to 1869 Ranch, Inc., by deed recorded as Document No. 9750631 of the Official Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, with a fence, along the occupied North line of the said Blakemore tract and the occupied South line of the said 1869 Ranch, Inc., tract as follows; N 74°24' E, 163.68 feet to a post, N 72°01'45" E, 851.62 feet to a post; N 71°56' E, 490.07 feet to a post and N 73°11'45" E, 246.19 feet to an iron pin found marking the Northeast corner of the said Blakemore tract, being the Northwest corner of that certain tract of land, called 10.18 acres, as conveyed to Steven B. Miers, by deed recorded as Document No. 2005008388 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

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EXHIBIT A
PAGE 1 OF 2

THENCE, S 19°00' E, at 535.00 feet pass an iron pin found marking the Southwest corner of the said 10.18 acre Miers tract, being the Northwest corner of that certain Tract I, called 10.18 acres, as conveyed to Timothy H. Roberts and wife, Lisa A. Roberts, by deed recorded as Document No. 2006045957 of the Official Public Records of Williamson County, Texas, at 1,065.00 feet, pass an iron pin found marking the Southwest corner of the said Roberts tract, being the Northwest corner of that certain tract of land, called 12.62 acres, as conveyed to Roy Lee Taylor, and wife, Amy H. Taylor, by deed recorded as Document No. 2005005778 of the Official Public Records of Williamson County, Texas, at 1,852.60 feet, pass and iron pin found marking the Southwest corner of the said Taylor tract, being the Northwest corner of that certain tract of land, called 10.63 acres, as conveyed to James G. McClain and wife, Christa L. McClain, by deed recorded as Document No. 2004042326 of the Official Public Records of Williamson County, Texas, at 2,733.19 feet, pass an iron pin found marking the most westerly Southwest corner of the said McClain tract, being the Northwest corner of that certain tract of land, called 10.05 acres, as conveyed to Ira James Morgan by deed recorded as Document No. 2006045283 of the Official Public Records of Williamson County, Texas, at 3,861.19 feet, pass an iron pin found marking the Southwest corner of the said Morgan tract, being the Northwest corner of the said Williamson County, Tract Two, for a total distance of 3,868.19 feet to the Place of BEGINNING and containing 143.24 acres of land.

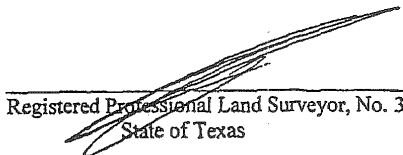
STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 25th day of February, 2008, A.D.


Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas

Brian F. Peterson



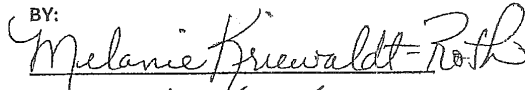
EXHIBIT "A"
21254
PAGE 2 OF 2

**Amendment to Declaration of Covenants, Conditions and Restrictions of
Blackbuck Ranch (unrecorded) subdivision in Williamson County, Texas**

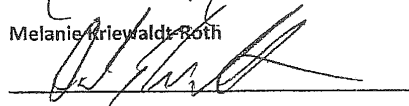
ARTICLE III USE RESTRICTIONS

SECTION 13 shall be amended as follows: The use of pistols, shotguns, muzzle loaders and crossbows shall be permitted within the Subdivision. The use of any center-fired rifle is expressly prohibited within the Subdivision.

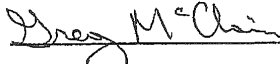
IN WITNESS WHEREOF, the undersigned have executed this amendment to be effective this 15th day of May, 2019.

BY:


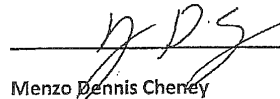
Melanie Kriewaldt-Roth



David Walter



Greg McClaine



Menzo Dennis Cheney



Howdy S. Byars

LEGAL DESCRIPTION FOR TRACT 2

BEING 28.06 acres of land, situated in the Rebecca Burlison Survey, Abstract No. 52, in Williamson County, Texas, said land being a portion of that certain tract of land, called 143.24 acres, as conveyed to Blackbuck Investment Properties, LLC, by deed recorded as Document No. 2008020713 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of March, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor and being more particularly described as follows;

BEGINNING at an iron pin set on the East line of the above-referenced 143.24 acre Blackbuck Investment Properties, LLC, tract, being the West line of that certain Tract 1, called 10.18 acres, as conveyed to Timothy H. Roberts and wife, Lisa A. Roberts, by deed recorded as Document No. 200604597 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof; said point being S 19°00' E, 642.60 feet from the Northeast corner of the above-referenced 143.24 acre Blackbuck Investment Properties, LLC, tract;

THENCE, S 19°00' E, along the said East line of the 143.24 acre Blackbuck Investment Properties, LLC, tract at 422.40 feet pass an iron pin found marking the Southwest corner of the said 10.18 acre Roberts Tract I, being the Northwest corner of that certain tract of land, called 12.62 acres, as conveyed to Roy Lee Taylor and wife, Amy N. Taylor, by deed as recorded as Document No. 2005005778 of the Official Public Records of Williamson County, Texas, and continuing along the West line of the said 12.62 acre Taylor tract, for a total distance of 680.00 feet, in all, to an iron pin set for the most easterly Southeast corner hereof;

THENCE, S 71°00' W, 1,685.30 feet to an iron pin set for an interior corner hereof;

THENCE, S 19°35'45" E, 1,984.70 feet to an iron pin set on the new North line of County Road No. 285, for the most southerly Southeast corner hereof;

THENCE, along the said new North line of County Road No. 285, S 69°00'45" W, 30.01 feet to an iron pin set for the Southwest corner hereof;

THENCE, N 19°35'45" W, 2,053.10 feet to an iron pin set; N 11°22'15" W, 79.60 feet to an iron pin set and N 19°43'30" W, 533.78 feet to an iron pin set for the Northwest corner hereof;

THENCE, N 71°00' E, 1,712.20 feet to the Place of BEGINNING and containing 28.06 acres of land.

Note: This tract is subject to and has access to County Road No. 285 along an access easement as described in Attachment "A". This easement will not be maintained by Williamson County.


STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 13th day of February, 2008, A.D.


 Brian F. Peterson
 Registered Professional Land Surveyor, No. 3967
 State of Texas
 21254-Tract 2



STEGERY BRIZZELL

1978 S. Austin Ave
 Georgetown, TX 78626
 (512) 930-9412

LEGAL DESCRIPTION FOR TRACT 1 (2 pgs)

BEING 28.40 acres of land, situated in the Rebecca Burleson Survey, Abstract No. 52, in Williamson County, Texas, said land being a portion of that certain tract of land, called 143.24 acres, as conveyed to Blackbuck Investment Properties, LLC by deed recorded as Document No. 2008020713 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of March, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor and being more particularly described as follows;

BEGINNING at an iron pin found on the South line of that certain tract of land, called 65.346 acres, as conveyed to 1869 Ranch, Inc., by deed recorded as Document No. 9750631 of the Official Records of Williamson County, Texas, marking the Northeast corner of the above-referenced 143.24 acre Blackbuck Investment Properties, LLC, tract, being the Northwest corner of that certain tract of land, called 10.18 acres, as conveyed to Steven B. Miers by deed recorded as Document No. 2005008388 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the East line of the said 143.24 acre Blackbuck Investment Properties, LLC, tract, S 19°00' E, at 535.00 feet pass the Southwest corner of the said 10.18 acre Miers tract, being the Northwest corner of that certain Tract 1, called 10.18 acres, as conveyed to Timothy H. Roberts, and wife, Lisa A. Roberts by deed recorded as Document No. 2006045957 of the Official Public Records of Williamson County, Texas, and continuing along the West line of the said 10.18 acre Roberts Tract for a total distance of 642.60 feet, in all, to an iron pin set for the most easterly Southeast corner hereof;

THENCE, S 71°00' W, 1,712.20 feet to an iron pin set for an interior corner hereof;

THENCE, S 19°43'30" E, 533.78 feet to an iron pin set; S 11°22'15" E, 79.60 feet to an iron pin set and S 19°35'45" E, 2,053.10 feet to an iron pin set on the new North line of County Road No. 285, for the most southerly Southeast corner hereof;

THENCE, along the said new North line of County Road No. 285, S 69°00'45" W, 30.01 feet to an iron pin set on the West line of the said 143.23 acre Blackbuck Investment Properties, LLC, tract, being the East line of that certain tract of land, called 184.01 acres, as conveyed to Jim Boatright by deed recorded as Document No. 2006103847 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, with the fence, along the West line of the said 143.24 acre Blackbuck Investment Properties, LLC, tract, being the East line of the said 184.10 acre Boatright tract, N 19°35'45" W, 2,055.99 feet to a 3" pipe post and N 11°22'15" W, 79.57 feet to a 2" pipe post and N 19°43'30" W, 1,217.04 feet to an iron pin found marking the Northwest corner of the said 143.24 acre Blackbuck Investment Properties, LLC, tract, being the Southwest corner of the said 65.346 acre 1869 Ranch, Inc., tract, for the Northwest corner hereof;

STEGE BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

THENCE, with the fence, along the North line of the said 143.23 acre Blackbuck Investment Properties, LLC, tract and the South line of the said 65.346 acre 1869 Ranch, Inc., tract, N 74°24' E, 163.68 feet to a post; N 72°01'45" E, 851.62 feet to a post, N 71°56' E, 490.07 feet to a point and N 73°11'45" E, 246.19 feet to the Place of BEGINNING and containing 28.40 acres of land.

Note: This tract is subject to and has access to County Road No. 285 along an access easement as described in Attachment "A". This easement will not be maintained by Williamson County.


STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 25th day of March, 2008, A.D.



Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



21254-Tract 1

**ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS**

2020048412

Pages: 12 Fee: \$61.00

05/11/2020 01:13 PM



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas