



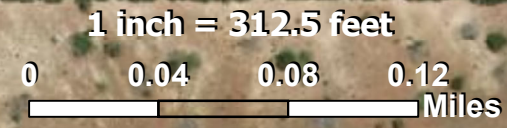




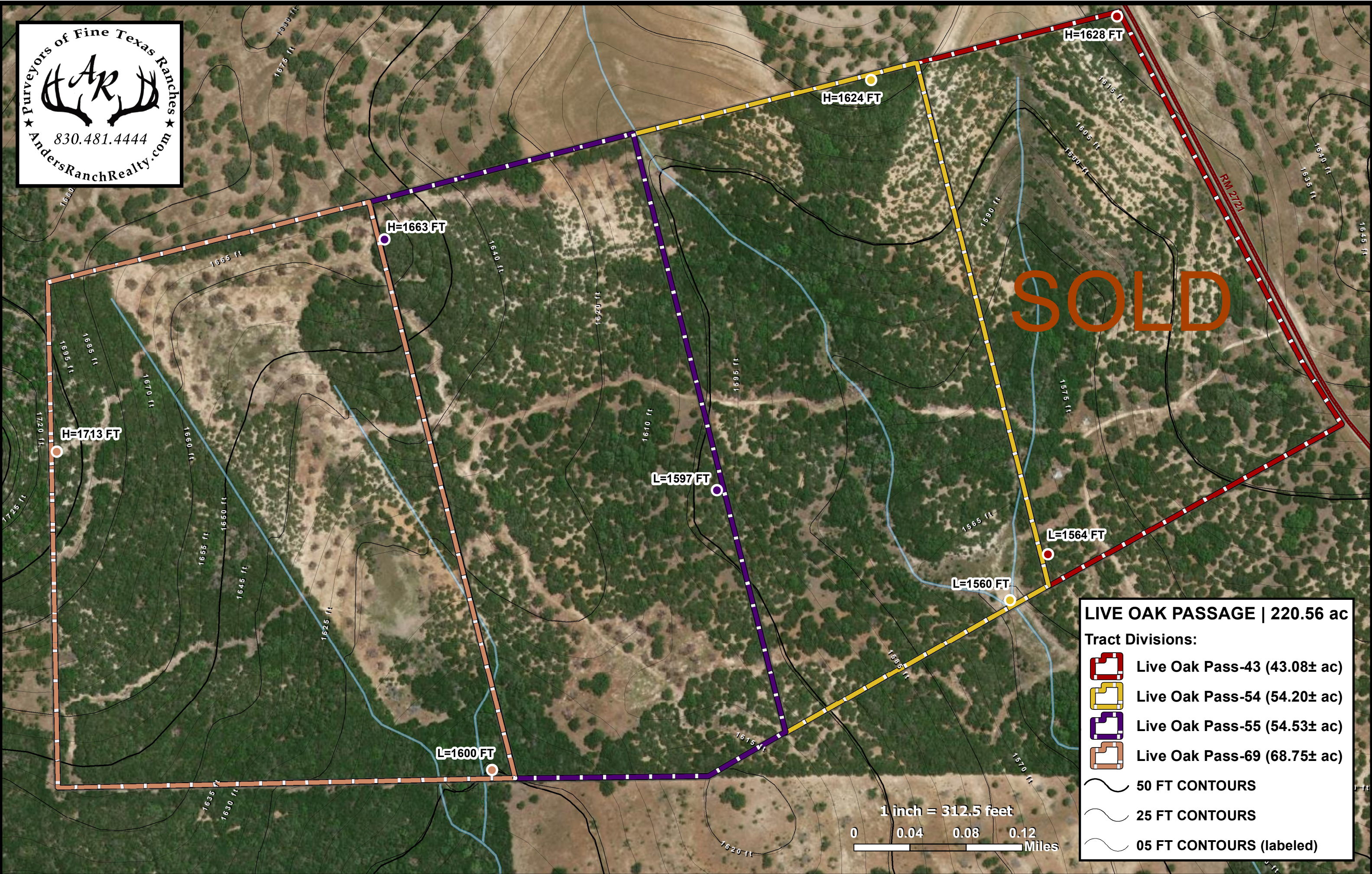
SOLD

LIVE OAK PASSAGE | 220.56 ac
Tract Divisions:

-  Live Oak Pass-43 (43.08± ac)
-  Live Oak Pass-54 (54.20± ac)
-  Live Oak Pass-55 (54.53± ac)
-  Live Oak Pass-69 (68.75± ac)










RM 2724

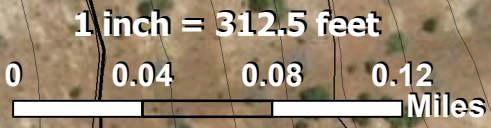


SOLD

LIVE OAK PASSAGE | 220.56 ac
Tract Divisions:

-  Live Oak Pass-43 (43.08± ac)
-  Live Oak Pass-54 (54.20± ac)
-  Live Oak Pass-55 (54.53± ac)
-  Live Oak Pass-69 (68.75± ac)

 50 FT CONTOURS
 25 FT CONTOURS
 05 FT CONTOURS (labeled)



DECLARATION OF RESTRICTIVE COVENANTS

January 1, 2022

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is executed by The CPE Holdings Trust (the "Declarant").

Recitals

WHEREAS, The Declarant as the owner of certain property more particularly described in the attached Exhibit "A" (the "Property"), which is comprised of four (4) lots (the "Lots");

WHEREAS, The Declarant wants to protect future owners of lots within the Property (collectively, the "Property Owners") by prohibiting noxious uses, unsightly homes and to provide for future roadway maintenance of the access road;

NOW THEREFORE, in consideration of the mutual covenants and agreements, including the recitals set forth above and other good and valuable consideration, the Declarant agrees that the Property, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions:

Restrictions

A. The Declarant hereby agrees to impose the following conditions and restrictions on the Property:

1. **Use Restrictions:** The following uses shall not be allowed on the property:

- a. Commercial uses, no commercial uses other than home professional offices shall be allowed. Professional office is defined as services performed by a resident conducted as an accessory use in the resident's dwelling unit. Non-resident employees are not allowed.
- b. Livestock, no commercial livestock activities are allowed. Only livestock for AG exemption, 4H or school AG projects permitted. No feedlots, pig, goat, or poultry production permitted. A minimum average of 2.5 acres per cow or horse.
- c. Manufactured Homes, no mobile or manufactured homes, or house trailers shall be constructed or placed on the Property.

- d. Containers, no "container" structures made out of shipping containers are allowed.
 - e. The maximum number of habitable structures shall be limited to two (2) per lot.
 - f. There is no prohibition on short term rentals within the Property.
2. **Improvements:** All improvements to match surrounding residential architectural improvements, which would require the use of natural colors and earth tones in exposed construction materials and the consideration of surrounding improvements in any new improvement constructed as more specifically described as follows:
- a. Residential structures shall be constructed in faux stone and natural stone, cedar, hardiplank siding or similar products, stucco and sheet metal siding. No structures shall be painted in purple or similar non-traditional building colors.
 - b. Barndominiums are allowed. For the purposes of this document, a Barndominium is defined as a type of steel building, a non-traditional structure, with a steel frame and sheet metal siding, originally designed as a storage building or barn structure that has been repurposed by the addition of living areas to previously open space.
 - c. Tiny Homes — What are commonly referred to as "Tiny Homes" are allowed. A Tiny Home is defined as a small house, sized under 600 square feet. Please note, Restriction A, 1, e., above does apply.
3. **Maintenance:** Property Owners shall maintain their respective Property in a clean and kept manner as is normal business practice.
4. **Access Road:** Upon the terms below, the Property Owners may from time to time call a vote to collect an assessment for improvement or maintenance of Access Road. Such assessment shall be at the equal expense of the Property Owners in equal shares.
- a. Every Property Owner, the owner of a Lot, which is subject to this assessment, shall be entitled to one (1) vote, regardless of ownership or number of adults residing with the Lot.
 - b. Any such assessment shall have the assent of at least a simple majority of the votes of the Property Owners (Three out of Four) who are voting in person or by absentee ballot at a meeting duly called for this purpose. A refusal to vote, or inability to be contacted to vote within a reasonable time, shall be considered a "yes" or affirmative vote for an assessment.
 - c. Written notice, either by certified U.S. Mail or email delivery of any meeting of Property Owners called for the purpose of taking any authorized under this sections shall be sent to all Property Owners not less than thirty (30) days nor more the fifty (50) days in advance of the meeting.

- d. Written notice of this assessment shall be sent to every Property Owner. The due date for this assessment shall be as established by the vote of the Property Owners at the election for the assessment.
- e. All Assessment sum assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection including reasonable attorney's fees, shall be secured by a continuing lien on such Lot or Lot and Unit in favor of the remaining Property Owners
- f. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Property Owners may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. In the event the Property Owners choose to bring an action at law for collection, rather than foreclose its lien, such action may be brought in the small claims division of County Court, or such other court as may have jurisdiction. In addition to the amounts of all delinquent assessments and interest due thereon, the owner shall also be obligated in such action for all costs and expenses of collection, including reasonable attorney's fees incurred by the remaining Property Owners.
- g. The Lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Property Owners in the same manner in which mortgages on real property may be foreclosed in Texas. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Property Owners any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the Lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Property Owners shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and there after to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.
- h. By acceptance of a deed thereto, the owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Texas Law, if (for) any such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the remaining Property Owners by this Declaration, but to be construed in its favor.
- i. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such

sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Property Owners shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgagee first shall have furnished to the Property Owners written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section.

5. **Nuisances.** No noxious, offensive or illegal activity, including, without limitation, unreasonable smells, noise or aesthetics, will be carried on upon any lot, nor will anything be done thereon which is or may become an unreasonable source of annoyance or nuisance to the surrounding properties.
6. **Subdividing.** The four (4) lots comprising the Property may not be subdivided.
7. **Cell and Wind Towers.** No Property Owner may contract, sell or lease any portion of their Property for a cell or wind tower use.

General Provisions

1. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.
2. Declarant agrees that invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.
3. Declarant agrees that these restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the Property and shall be binding on all parties having any right, title or interest in the Property in whole or part, and their heirs, successors, and assigns.
4. Declarant agrees that the covenants, conditions, and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period, the covenants conditions and restrictions shall be automatically extended for successive periods of five (5) years unless terminated by agreement of the parties herein.

5. This Declaration shall be liberally construed to effectuate its purpose of providing certain protections in order to ensure the Property and the uses thereon are compatible with the single family use in the immediate area.

6. It is understood and agreed by the parties to this Declaration that upon the sale of the of all Lots by the Declarant or any other purchaser or developer of these tracts, the Declarant shall be released from any and all liability and responsibility under this Declaration, excepting only liability that the Declarant may already have for any breach of Declarant's obligations under this Declaration that occurred prior to the sale of the tracts by the Declarant.

7. Declarant has all enforcement powers of this Declaration the same as any other Property Owner, and may vote on assessments the same as a Property Owner, with one vote for each Lot still owned.

8. Property Owners hereby agree that upon receipt of notice from any other Property Owners of any material violation of these restrictive covenants, the will bring the Property into full compliance with the said restrictive covenants within 30 days of written notice.

9. The Property Owners may effectively waive the applicability of all or a portion of any one of the Restrictions within this Declaration if, but only if, an instrument is executed in writing by a majority of Property Owners under the same voting provisions of the Restrictions Section 4 above, acknowledged before a Notary Public, verifying their then current ownership of a Lot, specifically referencing this Declaration (including the Volume and Page numbers of recordation of this Declaration in the Records), quoting the language of the Restrictions to be waived, specifying the property as to which the waiver is to apply, and duly recorded in the County Records.

10. EACH PARTY AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL SHOULD ANY DISPUTE ARISE REGARDING THIS AGREEMENT. INSTEAD, THE PARTIES AGREE TO SUBMIT THEIR DISPUTE TO A JUDGE OF APPROPRIATE JURISDICTION IN BLANCO COUNTY, TEXAS.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, this Declaration is executed this 4 day of January, 2022, at New Braunfels, Texas

DECLARANT:

The CPE Holdings Trust

By: Troy B Moldenhauer

Troy B Moldenhauer, Trustee

DECLARANT ACKNOWLEDGEMENT:

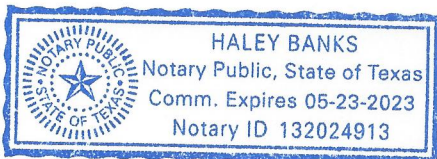
STATE OF TEXAS

COUNTY OF COMAL

BEFORE ME, the undersigned authority, on this day appeared Troy B Moldenhauer

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of

Jan, 2022.



Haley Banks
Notary Public, State of Texas

Print Name: Haley Banks

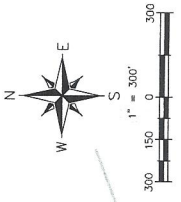
My Commission Expires: 05.23.2023

EXHIBIT A

SURVEY SHOWING A 220.56 ACRE TRACT OF LAND SITUATED IN THE W.G. TUTT SURVEY NO. 102, ABSTRACT NO. 1373 AND M.K. FRED SURVEY NO. 102, ABSTRACT NO. 1340, BLANCO COUNTY, TEXAS AND BEING OUT OF A CALLED 285.61 ACRE TRACT OF LAND RECORDED IN VOLUME 103, PAGE 40, DEED RECORDS, BLANCO COUNTY, TEXAS

W.G. TUTT
SURVEY NO. 102
ABSTRACT NO. 1373

SBR POST OAK LLC
CALLED 148.45 ACRES
DOC NO. 193426
OFFICIAL PUBLIC RECORDS



W. MCLENDON
SURVEY NO. 341
ABSTRACT NO. 899

R.M. HIGHWAY NO. 2721
100' RIGHT-OF-WAY PER TROTT RIGHT-OF-WAY MAP
S27°28'35"E 1511.07'
S144°49.42'

TRACT I
43.08 ACRES
TROY B. MOLDENHAUER, AS TRUSTEE
OF PART OF 220.35 ACRES
OFFICIAL PUBLIC RECORDS

TRACT II
54.20 ACRES
TROY B. MOLDENHAUER, AS TRUSTEE
OF PART OF 220.35 ACRES
OFFICIAL PUBLIC RECORDS

TRACT III
54.53 ACRES
TROY B. MOLDENHAUER, AS TRUSTEE
OF PART OF 220.35 ACRES
OFFICIAL PUBLIC RECORDS

M.K. FRED
SURVEY NO. 102
ABSTRACT NO. 1340

TRACT IV
68.75 ACRES
TROY B. MOLDENHAUER, AS TRUSTEE
OF PART OF 220.35 ACRES
OFFICIAL PUBLIC RECORDS

CALLLED 160 ACRES
VOL. 79 PG. 602
DEED RECORDS
J. STUEGER
SURVEY NO. 72
ABSTRACT NO. 967

TROY B. MOLDENHAUER, AS TRUSTEE OF THE LID 93 TRACT
DOC NO. 200841
OFFICIAL PUBLIC RECORDS
SURVEY NO. 1009
ABSTRACT NO. 1073

GENERAL SURVEY NOTES
1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM
2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION AND THEREFORE THE SURVEYOR HAS NOT BEEN ADVISED OF ANY ENCUMBRANCES, ZONING OR LAND USE REGULATIONS THAT MAY NOT BE SHOWN ON THIS SURVEY.
3) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS AND EASEMENTS ARE SHOWN AND BEING PLACED. ZONING REGULATIONS AND RESTRICTIONS ARE NOT SHOWN.
4) THIS SURVEY IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CONTROLLING GOVERNMENTAL JURISDICTION BEFORE ANY PLANNING OR DEVELOPMENT OF THE LAND.
5) THE BEST OF THE SURVEYOR'S KNOWLEDGE AND BELIEF HAS BEEN MADE TO LOCATE ALL CORNERS AND POINTS OF INTEREST.
6) THE LOCATION OF ANY UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO, GAS, WATER, SEWER, TELEPHONE, CABLE, AND OTHER UTILITIES, IS NOT SHOWN.
7) THE LOCATION OF ANY METAL OR NON-METAL FENCE POSTS IS NOT SHOWN.
8) THE FENCE WAS MEASURED/OBSERVED. FENCES MAY INCLUDE GENERALLY APPROXIMATE ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
9) ALL ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
10) ALL ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
11) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
12) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
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15) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
16) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
17) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
18) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
19) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.
20) ADJACENT ORIGINAL PATENTS WERE NOT RECORDED OR LOCATED ON THIS SURVEY.

MARY GENEA BRAY JOHNSON
CALLED 237.32 ACRE TRACT
DOC NO. 193426
OFFICIAL PUBLIC RECORDS
SURVEY NO. 71
ABSTRACT NO. 375

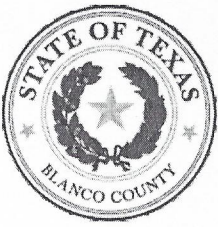
CALLLED 60 ACRES
DEED RECORDS
J. STUEGER
SURVEY NO. 72
ABSTRACT NO. 967

- LEGEND
- ⊙ FOUND 3" IRON ROD W/ A YELLOW "W" PLASTIC CAP
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - "W" PLASTIC CAP
 - "W" PLASTIC CAP
 - ⊙ CALCULATED POINT
 - ⊙ FOUND IRON POST (MATERIAL)
 - ⊙ FOUND IRON POST (MATERIAL)
 - ⊙ FOUND TROT CONCRETE RIGHT-OF-WAY MARKER
 - ⊙ POWER POLE
 - ⊙ GUY WIRE
 - ⊙ TELEPHONE PESTAL/POX
 - ⊙ SHIP
 - ⊙ FENCE
 - ⊙ OVERHEAD ELECTRIC

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN THE FIELD AND THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY ARE TRUE AND CORRECT.
PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE
DATE: 11/05/2021
REGISTERED PROFESSIONAL LAND SURVEY #0344

WCR
WIDEN SURVEYING
LAND SURVEYING & MAPPING
630-833-7899
WWW.WIDENSURVEYING.COM

JOB NO.: 1035-17
DRAWN BY: JMT & CJU
CHECKED BY: CJU
SHEET: 1 OF 1



Blanco County Clerk

Laura Walla
101 E. Cypress
Johnson City, TX 78636

Main: (830) 868-7357 **Fax:** (830) 868-4158

Receipt: 20220105000003
Date: 01/05/2022
Time: 11:06AM
By: Melody E
Station: cclerk01
Status: ORIGINAL COPY

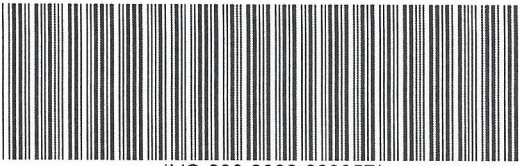
<u>Seq</u>	<u>Item</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>	<u>GF Number</u>
1	Real Property Recordings	220057	9	\$49.00		

Order Total (1) \$49.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1	Credit Card	1291386		\$49.00
			Total Payments (1)	\$49.00
			Change Due	\$0.00

TROY MOLDENHAUER

For more information about the County Clerk's office and to search property records online, please visit <http://www.co.blanco.tx.us/>



VG-238-2022-220057

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 220057

Real Property Recordings

Recorded On: January 05, 2022 11:06 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$49.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 220057
Receipt Number: 20220105000003
Recorded Date/Time: January 05, 2022 11:06 AM
User: Melody E
Station: cclerk01

Record and Return To:

TROY MOLDENHAUER



STATE OF TEXAS
Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX